

CA2 ALWY 2  
67F36

CA2 ALWY 2 1967F36  
Final Report of the Alberta Department o  
f Youth Hockey Study Committee.



3 3398 00144 4610

LIBRARY  
VAULT 19



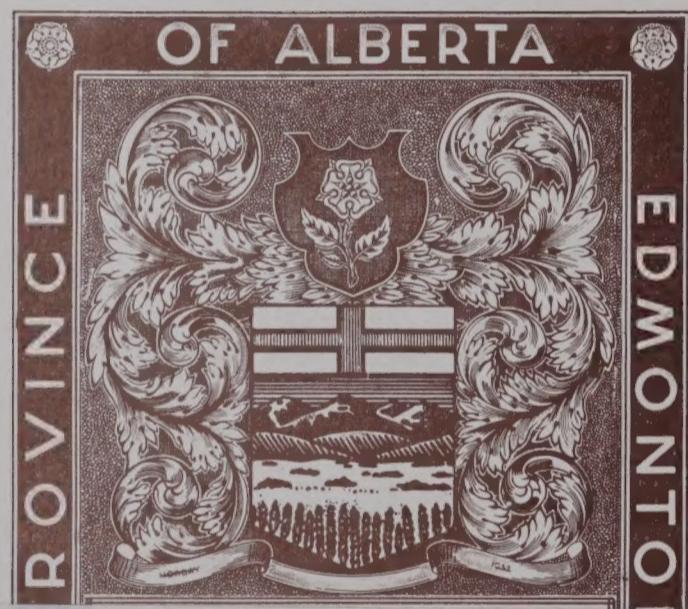
# FINAL REPORT OF THE ALBERTA DEPARTMENT OF YOUTH HOCKEY STUDY COMMITTEE

Submitted to the Honourable Robert C. Clark,  
Minister of Youth

November 15, 1967

(This report supersedes the Interim Report  
presented February 9th, 1967).

GV  
847  
ALTA



CA2ALWY2 - 67F36

LIBRARY

Red Deer, Alberta.

September 15, 1963

## THE COMMITTEE

The Honourable Robert C. Clark  
Minister of Youth

D. L. Moore (Chairman) Red Deer  
Recreation Superintendent, City of Red Deer

Dear Sir:

R. Barry, C.A. Calgary  
Chartered Accountant - Retired Professional Hockey Player

Father L. Bonner, B.A. Edmonton  
Catholic Chaplain University Hospital - Hockey Adviser

R. Blais, Taber (Formerly of Peace River)  
Superintendent of Parks and Recreation - Town of Taber

C. Drake, M.Sc. Edmonton  
Physical Education Staff, U. of A. Edmonton  
University Hockey Coach

J. J. Souter, B.A., B.Ed. Calgary  
School Administrator  
Former Player, Coach, Referee

E. H. Smith, M.Sc. (Secretary) Edmonton  
Supervisor of Athletics, Recreation Branch  
Alberta Department of Youth

S. L. Moore, Minister  
Alberta Department of Youth  
Hockey Study Committee

A faint, light-colored watermark of the Alberta Legislature building is visible in the background. The building features a prominent gabled roof and four tall, fluted columns supporting the entablature.

Digitized by the Internet Archive  
in 2019 with funding from

Legislative Assembly of Alberta - Alberta Legislature Library

Red Deer, Alberta.

November 15, 1967.

The Honourable Robert C. Clark,  
Minister of Youth,  
Government of The Province of Alberta,  
Edmonton, Alberta.

Dear Sir:

We are privileged to submit for your consideration the Final Report of the Alberta Department of Youth Hockey Study Committee.

For purposes of clarity this Report supersedes the Interim Report submitted on February 9th, 1967 and all valid comments, conclusions and recommendations are incorporated in this document.

This submission brings our study to a close and we trust you will consider our responsibilities suitably discharged.

The Committee found their work most stimulating, rewarding and sometimes disconcerting. We look forward to seeing our recommendations implemented if they are considered to be in the best interests of hockey in Alberta.

We thank you for the opportunity to be of service and for the co-operation you have given us.

Respectfully submitted,

D. L. Moore, Chairman,  
Alberta Department of Youth  
Hockey Study Committee.



## TABLE OF CONTENTS

		<u>Page</u>
<b>Section I</b>	<b>INTRODUCTION</b>	<b>1</b>
	1. Terms of Reference	1
	2. Situational Analysis	1
	3. Sources of Information	3
<b>Section II</b>	<b>SCOPE OF THE STUDY</b>	<b>3</b>
	1. Committee Meetings	3
	2. Activities of the Committee	4
	2.1 Study of Documents	5
	(a) Pro-Amateur Agreement	5
	(b) The Report on Amateur Hockey in Canada by the Hockey Study Committee of The National Advisory Council on Fitness and Amateur Sport	10
	(c) A.A.H.A. Constitution and By-Laws	14
	(d) Junior Hockey in Alberta	16
	(e) Papers and Documents on Sports Legislation	19
	2.2 Interviews on Specific Matters	21
	2.3 Individual and Public Hearings	21
	2.4 Briefs	22
	2.5 Questionnaires	22
<b>Section III</b>	<b>FINDINGS AND CONCLUSIONS</b>	<b>23</b>
	1. The Organization and Administration	23
	2. The Game	26
	3. Facilities	28
	4. Equipment	30
	5. The Leadership	30
	6. The Player	33
	7. Finance	36
<b>Section IV</b>	<b>SUMMARY AND RECOMMENDATIONS</b>	<b>38</b>
	1. Implementation of Controls (Legislation)	39
	2. Organizational and Administrative Aid	41
	3. Leadership Development	42
	4. Consultative Services	43
	5. Facilities	43
	6. Finance	44
	7. Inter-Agency Action	44

## APPENDICES

- A. Pro-Amateur Agreement (May 15, 1967)
  - B. Legal Evaluation of Pro-Amateur Draft Agreement (February 22, 1967)
  - C. Legal Evaluation of Final Draft of Pro-Amateur Agreement and Appraisal of the A.A.H.A. Constitution
  - D. Washington State Legislation

# SECTION I. INTRODUCTION

## 1. TERMS OF REFERENCE

### PURPOSE

The purpose of the Committee was to analyse the administration, operation, controls and other influences on the game of hockey at all levels with a view to recommending means by which the Provincial Government may:

- (a) Minimize undesirable exploitation of players or the sport by commercial interests;
- (b) Generally upgrade the standards of the game in terms of agreed principles;
- (c) Eliminate deterrents to program expansion and participation.

### BASIC ASSUMPTIONS

The deliberations and action of the Committee were to be guided by the following principles:

1. Every male person in Alberta who is physically and psychologically ready should be given the opportunity to participate;
2. Every participant should have the opportunity to develop to the limit of his capabilities;
3. The sport of hockey should not only have a favourable influence on the physical well-being of the participant but should also contribute to the social stability and/or social maturation of the individual;
4. Hockey can be a spectator attraction which may afford entertainment for many and may serve to strengthen loyalties and community or national pride;
5. The individual's welfare, rights and safety must be protected;
6. Competition should only be used to the limit of its constructive powers.

## 2. SITUATIONAL ANALYSIS

The contents of this Report are based on the premise that there are several aspects to hockey in Alberta; these appear to vary in nature in direct relation to their differences in purpose. Because of these differences, an appraisal of hockey without identifying them would be misleading and confusing.

The Committee feel that it is not enough to differentiate between amateur and professional, paid or unpaid, but rather to identify or isolate the differing aspects in terms of individual or organizational motives. However, the Committee acknowledge that these motives may overlap to a degree and that it is somewhat dangerous to generalize.

For the purposes of this Report, we wish to establish four basic categories, which will encompass most hockey organizations. They include:

1. Spectator Hockey, Business-Oriented;
2. Spectator Hockey, Sport-Oriented;
3. Participant Hockey, Business-Oriented;
4. Participant Hockey, Sport-Oriented.

We wish to emphasize that these terms refer to the organization and its motives rather than to the player, who may or may not be motivated by the same objectives.

#### Definition of Terms

##### 1. Hockey - The Business

The typical organization falling into this category is primarily motivated by profit. It includes professional hockey, some Junior A, and some senior and intermediate organizations. The players' share of profits may or may not be substantial, but the prime purpose is shareholder or operator profit and the player is participating for financial or other material gain.

##### 2. Spectator Hockey - The Sport

This type of organization can be identified by its orientation towards community entertainment. The Town or City team operated as a non-profit venture, or as a co-operative with players sharing modest benefits but playing for enjoyment as well as material gain, falls into this category. University teams may also belong here.

##### 3. Participant Hockey - The Business

The prime function of this type of organization is professional player development, probably at a level that could not draw substantial fan support. Players in this group have aspirations to become professional players. Some athletic clubs fall into this category. The operator may accept or seek financial contributions from professional interests.

##### 4. Participant Hockey - The Sport

The vast majority of hockey organizations are in this category and function primarily to provide a healthful activity which will be enjoyable to the participant, and can, as a by-product, strive for personality and/or physical development. Within this category there are two basic subdivisions which can sometimes be seen within a single organization. In this category there may be either selective or non-selective programs. That is, there may be size, ability, or other discriminatory limitations. These selective limitations exist to foster and encourage the development of quality players, and the best of these may someday become professionals at some level.

It must be emphasized that the above terms are established only to assist this study and may not, perhaps should not, be perpetuated. The important thing is to establish and recognize the differences.

### **3. SOURCES OF INFORMATION**

The findings and conclusions of the Committee have been drawn from the following sources:

1. Alberta Amateur Hockey Association Constitution, By-Laws, Rule Book, Minutes and Meetings;
2. Interviews with the A.A.H.A. Executive;
3. A legal appraisal of the A.A.H.A. Constitution;
4. The Pro-Amateur Agreement;
5. A legal appraisal of the Pro-Amateur Agreement;
6. An interview with Mr. Clarence Campbell, N.H.L. President;
7. The Report of Amateur Hockey in Canada by the Hockey Study Committee of the National Advisory Council of Fitness and Amateur Sport;
8. Interviews with W.J. L'Heureux, Chairman of the National Committee;
9. Various papers and documents on sport legislation;
10. Proceedings of the Alberta Legislature related to Hockey;
11. Private and public hearings held throughout the Province;
12. Briefs submitted by various individuals and organizations;
13. Questionnaires completed by individuals and organizations;
14. Letters identifying particular problems;
15. Newspaper, radio and television reports and articles;
16. Committee members' eye-witness evaluations of facilities and program;
17. Committee members' knowledge and experience;
18. Provincial Government, Department of Youth, Grants and Services Documents.

## **SECTION II. SCOPE OF THE STUDY**

### **1. COMMITTEE MEETINGS**

The Committee as a whole met on ten occasions. These meetings are summarized as follows:

#### Meeting #1 - Edmonton, October 14th, 1966:

Following member orientation and briefing, Dr. W.J. L'Heureux, Chairman of the National Hockey Committee of the Fitness and Amateur Sport Council, reviewed the purpose of the National Committee and suggested what he considered to be areas of concern for the Alberta Committee. A course of action was then established in terms of the three major concerns.

#### Meeting #2 - Edmonton, November 4th, 1966:

This meeting was devoted to a study of materials gathered and a further assessment of the course of action.

#### Meeting #3 - Edmonton, December 2nd, 1966:

Reports on progress to date were followed by the approval of a plan to conduct hearings throughout the Province. A draft of the questionnaire was reviewed.

Meeting #4 - Edmonton, December 16th, 1966:

Plans for regional hearings were completed. The questionnaire form was also completed and an attitude measurement device reviewed.

Meeting #5 - Red Deer, February 6th, 1967:

The Committee met to complete the interim report.

Meeting #6 - Red Deer, February 22nd, 1967:

Representatives of the A.A.H.A. were present and their concerns were discussed.

Meeting #7 - Edmonton, February 27th, 1967:

The Committee met for the express purpose of interviewing Mr. Clarence Campbell, National Hockey League President.

Meeting #8 - Red Deer, May 16th, 1967:

A joint meeting with the A.A.H.A. Executive was held to present to them the legal appraisal of the Pro-Amateur Agreement and to discuss Alberta's position on this matter.

Meeting #9 - Edmonton, October 13th, 1967:

A preliminary draft of the Committee's Final Report was studied in detail.

Meeting #10 - Edmonton, October 25th, 1967:

A second draft of the Final Report was examined, amended and adopted.

In addition to Committee Meetings, a number of sub-Committee Meetings were held.

All meetings were exceptionally well attended. Progress was facilitated by the active and constructive participation of all members.

The resignation of Mr. Peppard due to pressure of other responsibilities was accepted with regret in mid-November. No replacement was appointed.

## 2. ACTIVITIES OF THE COMMITTEE

In preliminary discussions members agreed that in order to analyse the "Administration, Operation and Controls" of hockey in Alberta, it would be necessary to gather relevant information of a specific nature and encourage any individual or organization to express their concerns and state any problems which they consider worthy of attention.

An appraisal of the situation was required, in sufficient depth to validate any conclusions or recommendations which might result.

In determining a course of action, it became very clear that a study in depth, utilizing the latest technological aids and professional consultants, was not possible with the limited resources at the disposal of the Committee.

The Committee agreed that its role would, of necessity, be limited to identifying the problems and formulating a course of action to solve these problems.

The Committee's activities can best be analysed under the following headings:

- 2.1 Study of Documents;
- 2.2 Interviews on Specific Matters;
- 2.3 Individual and Public Hearings;
- 2.4 Briefs;
- 2.5 Questionnaires.

### 2.1 STUDY OF DOCUMENTS.

The Committee has made use of many sources of information, as indicated by the list of these sources, but the most complete appraisal was done on the following:

- (a) Pro-Amateur Agreement;
- (b) The Report on Amateur Hockey in Canada by the Hockey Study Committee of the National Advisory Council on Fitness and Amateur Sport;
- (c) A.A.H.A. Constitution and By-Laws;
- (d) Junior Hockey in Alberta;
- (e) Various papers and documents on sports legislation.

Four of these are limited in scope while the fifth, The National Committee Report, deals with several areas including the other four.

#### (a) Pro-Amateur Agreement.

It has been suggested that the professional influence on hockey may have a detrimental effect on the game and that boys with professional hockey aspirations are being exploited and their rights infringed upon. Since a new agreement between the amateurs and professionals was being drafted to replace the one which had been in effect since 1958, the Committee agreed that the implications of the new document for hockey in Alberta should be examined.

The Committee obtained a draft of the new Agreement from Mr. Gordon Juckles, C.A.H.A. Secretary, and, after discussing various aspects of it with Mr. Bruce Rawson of the Attorney General's Department, the Committee invited Mr. Clarence Campbell, N.H.L. President, to a meeting in Edmonton to discuss this and other matters. Mr. Campbell graciously accepted the invitation and the Committee met with him in a day-long meeting on February 27th. Mr. Rawson from the Attorney General's Department met with us for part of that day.

We became convinced that the signing of the Agreement could place hockey in

Alberta in jeopardy, and to substantiate our opinion we asked the Government for a legal opinion. The appraisal of the February 22nd draft (updated for us by Mr. Campbell) was done for the Committee by Mr. Duncan A. Stewart, Government Attorney for Labour Relations. (Mr. Stewart's complete report and a subsequent final assessment appear as Appendices B & C to this Report. The Pro-Amateur Agreement, final document, appears as Appendix A.)

Some of the more significant excerpts from Mr. Stewart's reports are as follows:

General Observations and Comments:

This draft agreement, in my opinion, establishes a vertical chain from amateur up through to professional ranks over which the N.H.L. has almost complete control. The language and intent is such as to give the N.H.L. indirectly a say in all aspects in the game of hockey in Canada. The agreement is more a statement of intent than a legal contract, the agreement by no means being complete in that many of the provisions are dependent upon documents not part of the agreement (6).

The relationship between the N.H.L. and the C.A.H.A. and the vast overriding authority retained by the N.H.L. in areas which should be within the sole discretion of the C.A.H.A. (7) support the rather startling conclusion that the best interests of the game, the players and the community, are not being protected. The N.H.L. in its own vested interest will of necessity attempt to restrict competition from another professional organization, which in turn places the player in a highly captive market.

The position of the Canadian Amateur Hockey Association in Canadian amateur hockey is compromised by the direct financial dependency on the National Hockey League, and secondly, but more important, by the very close liaison between the two groups. It is the express intention of the parties to maintain the status quo with regard to rules of the game (8), and, while this is commendable, will not the principles underlying amateur hockey by its very nature, often times require standards different from that of the N.H.L.?

In conclusion, therefore, the game of hockey, the players and the community, are not and never will be placed before the vested interests of the C.A.H.A., whose very existence remains solely dependent upon the N.H.L. The whole agreement indicates that the sole purpose of the C.A.H.A. in the eyes of the N.H.L. is to produce hockey players on standards compatible with the N.H.L. style of play. The C.A.H.A. is therefore nothing more than a gigantic pool of natural resources from which the N.H.L. can draw without fear of competition, the natural resources at its own price, trained to its specifications on terms satisfactory to the interest of the N.H.L.

Mr. Stewart's expressed "Cause for Concern" confirmed our views. Having been told by the A.A.H.A. Executive at a February 22nd meeting that the Agreement would be signed without reference to the amateur hockey people in Alberta, the Committee asked that the A.A.H.A. Executive meet with us to discuss the matter. The A.A.H.A. agreed and the meeting was held in Red Deer on May 16th, 1967 with Mr. Stewart in attendance.

The legal evaluation of the Agreement was presented to the A.A.H.A. in written form and the concerns re-emphasized verbally by Mr. Stewart. Surprisingly, several members of the A.A.H.A. had not seen the Agreement, with its impending consummation less than two weeks away. Despite this, A.A.H.A. Executive members present were prepared to support the signing of such an Agreement, and the spokesman indicated that they did not agree with the legal appraisal and did not consider it a matter to be referred to the membership.

The Committee then offered the A.A.H.A. Executive the services of legal counsel for the Annual Meeting of the C.A.H.A. at which the Agreement was to be concluded. This offer was first rejected and finally accepted, but, though Mr. Duncan Stewart was available to the A.A.H.A. delegates at the C.A.H.A. meeting in Saskatoon, the Agreement was approved. The following letter with copies as indicated was sent to the A.A.H.A. President prior to this meeting:

May 17, 1967

Mr. J.S. Peppard, President  
Alberta Amateur Hockey Association  
615 Alexander Crescent  
Calgary, Alberta

Dear Mr. Peppard:

We wish to remind the association of the Alberta Amateur Hockey Association Executive and the Alberta Department of Youth Hockey Study Committee joint meeting held in Red Deer on May 16, 1967, during which the Committee presented a legal evaluation of the February 22, 1967, draft of an agreement between the Canadian Amateur Hockey Association and the National Hockey League and its affiliates and/or associations. The Committee, on the basis of this advice, have reason to believe the following:

- (a) That the major portion of amateur hockey in Canada is indirectly under the control of the National Hockey League;
- (b) The Canadian Amateur Hockey Association may not, in reality, be the true governing body of amateur hockey for some intended purposes.

We wish, at this time, to reiterate our concern about the adverse effects this agreement may have on amateur hockey in Alberta and the need to refer this agreement to Alberta Amateur Hockey Association Branch delegates and others interested, prior to consummation, for consideration. The far reaching effects which this agreement may have are considered by the Committee to be a possible threat to the operation of hockey as an amateur sport.

We hope you will consider the foregoing before reaching a decision and that you will avail yourself of the assistance as offered.

Sincerely,

Don Moore, Chairman,  
Hockey Study Committee.

cc: CAHA Executives  
AAHA Executives  
Provincial Directors  
Hockey Study Members

The Committee was very disappointed that the Agreement was finally signed. Having brought its possible implications to the attention of those concerned, it could only ask for an evaluation of the final agreement for inclusion in this Report.

It must be remembered that Mr. Stewart's initial report was based on a draft of the Agreement and not the finished document. However, in his final report based on the actual Agreement he had this to say:

The Agreement in the final form as given to me is not basically any different from that which was discussed under the Interim Report given to the Committee (Report on Draft of February 22nd, 1967). While the language as such has been straightened out and certain amendments have been included in the final form, the overall observations contained within the Interim Report are still applicable to the final Agreement.

Mr. Stewart continues in this second report and expresses other concerns, all of which are summarized by his statement that: "... the overall observation made by this writer is that the control over Amateur Hockey in Alberta does not rest with those most directly affected in the Community at large, the young hockey player and his parents."

Perhaps the most significant outcome to date is reflected in the budget breakdown resulting from the first meeting of the Joint Player Development Committee. The funds available total \$545,750.00. Alberta will receive the following:

Support for 2 Junior A Teams @ \$9000	\$18,000
Support for 4 Junior A Teams @ \$3000	\$12,000
Development Assistance Junior B Teams to A Maximum of six @ \$500	\$ 3,000
For minor Hockey development	\$ 5,000
For Branch Administration	<u>\$ 5,000</u>
	<u><u>\$43,000</u></u>

A per capita evaluation of this would show that the amount of money is not as substantial as it first appears.

- 2 Junior A Teams - maximum 50 players receiving \$18,000 = \$360 per capita
- 4 Junior A Teams - maximum 100 players receiving \$12,000 = \$120 per capita
- 6 Junior B Teams - maximum 150 players receiving \$3,000 = \$20 per capita
- Registered Hockey Players in Alberta excluding above (Estimate on 1966-67 A.A.H.A. figures) 12,000 receiving \$5,000 = 42¢ per capita
- Hockey players including unregistered players conservative estimate 30,000 receiving \$5,000 = 16¢ per capita

The expenditures were predetermined for Alberta and are, in the Committee's

opinion, obviously intended to foster and encourage a hothouse development of minor professional hockey, complete with a feeder system.

Another significant trend is revealed in reports which indicate that Junior B clubs are now recruiting players of midget and juvenile age. If this is so, the end of the midget and the juvenile classifications appears inevitable, to the detriment of all hockey above and below those categories.

There is little doubt, in the Committee's opinion, that the relationship between professional and amateur hockey could have a very adverse effect on hockey as an amateur sport because of the obvious conflict of objectives and obvious controls that could be, and are being, exerted. The Agreement has brought about a change in relationship between the C.A.H.A. and the A.A.H.A., which has had the effect of limiting the A.A.H.A. autonomy and of leaving the A.A.H.A. responsible to the C.A.H.A., who in turn are responsible to the N.H.L. for the systematic development of professional player talent. The A.A.H.A. Executive and members appear to be satisfied that this is a good thing, and, in return for financial aid, are prepared to accept these controls. The implications of this acceptance include the following:

The Agreement may perpetuate and accelerate conditions under which very young players will be removed from their homes to play in other towns and cities, with a possible loss of educational opportunities and home influence.

The problems of professional sponsorship under the Old Agreement, will, in all probability, be magnified many times under the new Agreement because the new arrangement will have the effect of creating a greater number of junior A teams, which in fact, if not professional, are most assuredly not amateur, and will require player development programs in their own right. They in turn will reach down to the grassroots of hockey with their professional motives and attitudes.

The fundamental conclusion to be drawn from an examination of professional-amateur relations is set forth in the report of the Federal Hockey Study Committee. To paraphrase their comments: Professional hockey apart from a concern for its corporate image, is concerned that amateur hockey will not train players adequately to meet its requirements. If amateur hockey could do this the professionals would be quite happy to divest themselves of all controls over amateur hockey. Since professional promoters do appear to believe that professional players are not adequately trained by amateur teams, the professionals will probably continue to attempt to control amateur sport so as to obtain players of the quality they require.

It is a known fact that the N.H.L. is not happy with player development and wishes to accelerate it. The signing of the Agreement has placed the responsibility for such development squarely on amateur shoulders, in return for money. Provision has been made by the N.H.L. for a back-up plan should the present one fail, and for that matter the N.H.L., according to Mr. Clarence Campbell, was, prior to the Agreement, prepared to institute an accelerated program under their direct control and without amateur assistance. This plan, which calls for a limited number of top teams in two semi-professional leagues,

would have been a far better solution in the opinion of the Committee, as both players and parents would better recognize the nature of the organization as truly professional. It would have been directly operated as a business with reasonably high ethics and would have been limited to players who were on the first rung of the professional ladder and who had a realistic chance to reach the top and at the same time be protected by the laws of the land.

The fact is that the Agreement has been signed. It does not seem to be in the best interests of amateur hockey as a whole. What then can be done?

(b) The Federal Report Is The Second Document Given Considerable Study

At an early meeting our Committee agreed that, if at all possible, it would avoid duplicating the undertakings of the National Committee, and with this in mind we met with the Chairman, Dr. W.J. L'Heureux. This meeting successfully established some general lines of demarcation which we have conscientiously followed.

The Report of the Committee, which was released last spring, has been studied in detail by the Alberta Committee and we wish to make the following comments on this excellent Report.

We would first like to commend this report to your careful scrutiny and review and for continued assessment by any future action body. Secondly, we would like to go on record as deplored the way in which this report has been handled by the Federal Government. Immediate action by the Federal Government might well have delayed or improved the conditions that now prevail in professional-amateur hockey relations.

The terms of Reference for the National Committee were as follows:

1. To investigate the purposes, structure and functions of the C.A.H.A., and other groups acting as the sports governing bodies for amateur hockey.
2. To identify the problems confronting amateur hockey.
3. To make recommendations to improve the governing of amateur hockey, and to aid in the solution of problems revealed by this study.

They attacked the problem by limiting their study to specific sub-problems which were:

- a. The C.A.H.A. - N.H.L. relationship and Agreement;
- b. The National team;
- c. The structure and function of the C.A.H.A.;
- d. The effects of hockey on education;
- e. Minor-age hockey;
- f. Non-C.A.H.A. hockey groups;
- g. The playing rules.

In analysing professional-amateur relations, it is interesting to note the following excerpts:

Through different media, educators and education associations have seriously

questioned whether hockey as conducted by professionals at the amateur level is of benefit to the boys participating. As far back as 1949, Dr. G.E. Hall, President of the University of Western Ontario, in the keynote address to the Ontario Education Association, attacked the "C" form and the wholesale exploitation of the young high school students. He was reporting the documented evidence from a meeting of secondary school principals, who believed the problem to be serious and fundamental.

As recently as June, 1965 the Representative Council of the Canadian Association for Health, Physical Education and Recreation approved this resolution;

WHEREAS C.A.H.P.E.R. is concerned with the conduct of amateur hockey in Canada, and

WHEREAS they are particularly concerned with the history of the relationship between the C.A.H.A. and the N.H.L., therefore, BE IT RESOLVED THAT the C.A.H.A. be commended on its recent announcement to dissolve its contract with the N.H.L. and that the National Advisory Council on Fitness and Amateur Sport be requested to assist the C.A.H.A. to become truly amateur and return the sport in its proper place in Canadian society.

The Federal Report examines the concept of amateur-professional relationships and reports on conditions in other sports as well as hockey.

The Federal Report continues by assessing the 1958 C.A.H.A. - N.H.L. Agreement. This part of the report wonders "how the Amateur Association could bind itself to such a one-sided agreement", and, acknowledging the fact that this is now history, states in part:

The point which needs to be stressed here is that from the amateur point of view, what is good for the N.H.L. is not necessarily good for hockey in general. Amateur hockey is based upon a different set of values and objectives from those of professional hockey. In order to protect its objectives, amateur hockey must be able to function independently. And in order to be able to function independently, we firmly believe that amateur hockey must be free of control by the N.H.L.

One particularly interesting problem of the report discusses the rules as follows:

Because the professionals feel that young players must be trained in the professional game, they have continued to control the amateur game rules. Although there may be good reason to modify rules for amateurs, particularly minors, amateur hockey men are powerless to change their own rule book. The membership of the Joint Rules Committee, which decides upon rule changes, is weighted 4-1 in favour of the professional leagues.

The above comment refers to conditions under the 1958 agreement, but in his legal appraisal of the New Agreement, Mr. Stewart indicates that the situation has not basically changed. The implied controls are still there.

This part of the report made the following specific recommendations:

1. We recommend that at no time should the C.A.H.A. return to an agreement with the N.H.L. comparable to that of 1958, which permitted the professionals to interfere with amateur players and regulations.
2. We recommend that fullest possible publicity be given by the C.A.H.A. to any future deliberations on the terms of proposed agreements with the N.H.L. When such agreements become operative, they should be printed and distributed widely.

It is discouraging to note that in spite of these recommendations little or no publicity was given to the deliberations prior to the Agreement's taking force, and it is further a matter of concern that a motion put before the Annual Meeting of the A.A.H.A. to print the Professional-Amateur Agreement in the constitution and By-Laws of the organization was defeated by an estimated 4-1 majority.

In the Federal Committee's analysis of the then proposed Professional-Amateur Agreement there were basically the same concerns expressed by our Committee, along with a proposal for a definition of an Amateur. All of this is now past history and it remains to be seen just how the new Agreement will affect hockey in Alberta. It is the Alberta Committee's view that if the situation was bad in an era where professional sponsorships were acceptable it will be worse in a situation where a greater number of minor professional teams are organizing a farm system within amateur ranks, which may have the effect of giving professional hockey a vast amateur hockey empire devoted to the development of professional talent.

An assessment of hockey and education led the Federal Committee to recommend that schools and universities vigorously promote and develop inter-school hockey for their students where the sport is not already on their programs. They continue:

With this recommendation, we are not suggesting that schools set themselves up in strong competition with community Junior Branch hockey. We do believe however that school hockey like other school sports can and should provide for the student athlete who wishes to realize his academic potential and at the same time enjoy a valuable playing experience in our national game.

In keeping with the above recommendation and aware as we are that university hockey is enjoying a strong rebirth in this country, we venture to suggest a more active role for the Canadian Intercollegiate Athletic Union in the near future. It is our view that the Union will need to take a more positive interest on behalf of its student athletes in the new concept of a Canadian professional draft of over-age juniors.

We recommend that the C.I.A.U., as the Association responsible for the Canadian university athletes, negotiate directly with the N.H.L. to formalize or clarify the draft status of university players.

The report dealt with government legislation and recommended action by both the Federal and Provincial Governments.

In commenting on Provincial Legislation, the Report covered several aspects including comments on Alberta's Bill calling for a "Young Athletes Protection Act". Full quotation and discussion on the Legislative possibilities appear later in this report in the special section on legislation.

The report discusses the National Team, making certain recommendations and then looks at the C.A.H.A. structure and functions. All of this is excellent material, but for the purposes of this report we will limit our comments to a summary of what we consider important.

A case for Administrative Aid for Branches of the C.A.H.A. is made and the Federal Committee recommend similar aid to the C.A.H.A. from the Federal Government to "... ensure its independence from professional hockey." This, of course, is now out of the question. The need for an investigation of costs is outlined, and we quote some specific concerns which we wholeheartedly support.

- (a) The high cost of ice rentals for minor teams which do not have gate revenue.
- (b) The increase in injury risk due to rougher hockey, which forces even the youngest players into excessive protection equipment costs, and teams, leagues, and Branches into high insurance costs, emergency funds, etc. Do these relate directly to rules interpretations?
- (c) The high cost of travel, room and board, tuition for transfers and imports.
- (d) The question of once eager, vigorous, enthusiastic Canadian youths 15-18 years of age, who once would play the game for the sheer love of it (and probably still would), but have been so spoiled that their "What's in it for me?" attitude results in an unbearable cost factor for the community team, to say nothing of the effect upon their personal development and sense of values.

Transfer regulations (transfer of players) are dealt with at some length and point out the disruptive influence of present conditions. Their findings give full support to our earlier comments on the "... luring of grade 10, 11, or 12 boys away from home and school to another locality, province or school system well after the opening of the Fall term, only to have him make a second and sometimes a third move in November and December".

The following concludes the Federal Committee's comment on this subject:

We recommend further that the C.A.H.A. regulate against the practice of buying and selling the releases of any players, because amateur hockey players are not goods or chattels.

We believe that the practice, among amateur clubs, of buying and selling releases of players of any category is intolerable. It is, of course, often related to bidding for a player's services, which should be controlled if our recommendation of a modest club salary maximum is put into effect. We reject the argument that a sum of money should be paid for a boy's release on the grounds that the former team "spent money developing him." (This logic could more appropriately result in the money going to the boy's parents.)

The Alberta Committee has documented several cases that are related to this concern and as recently as mid-October the "sale" of two young boys for a quoted price of \$1000 was given sport headlines in the Red Deer Advocate. The going price on the livestock page for fat cattle may be somewhat analogous.

The Committee concludes with an analysis of what it calls the "Junior 'A' Dilemma", which we will examine in our Report on this aspect of the study. The Federal Committee describes the Junior situation as one of the critical problems facing the C.A.H.A., with the root of the trouble lying in questions of money and control. We fully concur.

(c) A.A.H.A. Constitution and By-Laws

This section of the Report deals with the stated objectives and functions of the Provincial Hockey Governing Body.

The Committee met with the Executive on two separate occasions to determine the view of the members and to ask for recommendations from the Association for inclusion in this report.

The Committee feels that certain A.A.H.A. Executive members resented the existence of the Committee and may have considered it a threat to the organization. This attitude seemed to make these meetings somewhat ineffective. However, full co-operation was received and two concrete proposals were put forth by the Executive. These were:- more and better coaches' clinics operated co-operatively, and low interest loans for communities wishing to build rinks.

We reviewed the recommendations of the Federal Committee with the A.A.H.A. Executive which was highly critical of this report. We discussed, at some length on both occasions, the professional influence on hockey and the implications of an agreement. The A.A.H.A. Executive appeared to be satisfied that no assistance was required and that the financial aid provided as a result of the proposed Professional-Amateur Agreement would suit their purposes.

The A.A.H.A. Executive is comprised of a president, past president, first vice-president, second vice-president, registrar, treasurer, seven executive members elected on a regional basis and three minor hockey representatives. The stated objects of the Association are:

- (a) To promote and encourage formation of amateur hockey clubs and leagues.
- (b) To establish and maintain a uniform test of amateur standing and uniform playing rules for amateur hockey.
- (c) To conduct provincial amateur hockey contests.

The authority of the organization is vested primarily in a management committee which consists of the president, past president and the first and second vice-presidents. However, only the annual meeting or a specific general meeting can change the constitution and by-laws.

Membership in the organization is composed of affiliated teams. However,

only teams up to and including juvenile have voting power, except in the case of provincial winners in Midget and Bantam "AA", "A", "BB" and "B" competitions.

We pointed out earlier that Mr. Duncan Stewart had done a legal assessment of the A.A.H.A.'s role as outlined by the constitution and this is appended with the Pro-Amateur Agreement evaluation. We were particularly interested in the following excerpts from his report which related to both subjects.

"... at this stage the author would like to make reference to Clause 17 and the establishment of the Joint Development Committee (under terms of Pro-Amateur Agreement) and the payment of monies to the C.A.H.A. This is of the greatest importance in view of certain references to follow about the A.A.H.A.'s constitution and by-laws.

Under the Agreement the payments of money that are made to the C.A.H.A., emanating from the N.H.L., and the establishment of the Joint Player Development Committee are of the greatest importance when viewing the relationship of the sport of hockey with that of the Community. Under this Agreement the N.H.L. through the Joint Development Committee maintains tremendous control over the utilization of funds by the C.A.H.A. and the development of individual players within that system. This Committee is not in the United States. The situation becomes more acute when one notes that under the A.A.H.A.'s constitution and by-laws, member clubs of that organization for players under the age of 16 do not have the right to vote on matters pertaining to the rules and regulations as applicable to Amateur Hockey within the Province of Alberta. To point out the imbalance, under the constitution and by-laws of the A.A.H.A., member clubs with hockey players under the age of 16 do not have the right to vote on matters pertaining to the sport of amateur hockey through the A.A.H.A., and therefore the C.A.H.A. To be more specific and to point out the situation, in Edmonton alone there are approximately 15,000 hockey players playing within the metropolitan hockey association's organization. Of these approximately 15,000 players, those that are under the age of 16 are approximately 14,500. These boys, therefore, have no direct representation whatsoever in either the A.A.H.A. or the C.A.H.A. as to the rules and regulations or the standards under which they shall play. Therefore, by the terms of the Agreement between the N.H.L. and the C.A.H.A. the tremendous control retained by a very small minority in the C.A.H.A. (A.A.H.A.) over the total scope of amateur hockey within the Province and the Dominion of Canada, is very far reaching and almost unlimited. With the financial control retained by the N.H.L. indirectly through the payment of funds and the Joint Development Committee created under the auspices of this Agreement, coupled with the fact that as the grass roots within amateur hockey specifically in the Province of Alberta, there is no representation for the boys under the age of 16 by its member clubs, nor for much participation by the community in decisions affecting the boys at that level, the de-facto control of hockey as a sport gravitates to the top of the ladder rather than the bottom where the great number of hockey players are affected."

Mr. Stewart also expresses concern over the lack of guidelines to set the

basis for suspension of an individual: He concludes with the observation that control over amateur hockey in Alberta does not rest with those most directly affected in the community at large - the young hockey player and his parents.

The role of the A.A.H.A. is most difficult because within its membership there is a strong indication of a conflict of interests, one faction being concerned with hockey the sport and the other with hockey the business. The business aspect, of course, is represented by those who are in fact primarily concerned with gate receipts for player payment, or with developing professional players for monetary gain, or with operating hockey simply as a business and for profit.

Amateur interests were improved some years ago when a minor hockey committee of the A.A.H.A. was established. This committee provided a place for the persons involved in hockey or sport, to be heard and to elect their own representatives to the executive. Many worthwhile advances were made, which encouraged the participation of teams at the provincial level. However, even within this minor hockey structure there is a conflict of interest. Many of these involved wish to connect amateur hockey with business interests, for instance, as farm clubs for professionally oriented teams.

In the Committee's opinion, the minor hockey committee of the A.A.H.A. has great potential to do the job of promoting and fostering hockey at the grass roots level in a manner that will facilitate the attainment of the principles and objectives set forth in our terms of reference. However, despite the fact that funds will be made available for "player development", it appears highly probable that the present situation, which is not good, will deteriorate because of an anticipated professional emphasis in the player development program.

In summary, the A.A.H.A. is not reaching all its objectives and thanks to a conflict of interests may never do so. Although it is playing an important role in governing provincial playoffs, maintaining a set of rules and "keeping the peace", there remains a much larger and more important job to do, namely, the establishment and maintenance of standards that will permit more people of all ages to participate in hockey at their particular ability level. If the A.A.H.A. is unable or unwilling to accept this responsibility, then with consideration for leaving to it the things it does well, a second organization might be encouraged. This new organization could assume responsibility for areas of hockey development that are presently being neglected by the A.A.H.A. We will recommend ways to accomplish this.

(d) Junior Hockey in Alberta

In the earliest of our committee deliberations we agreed that the conditions under which a boy with professional aspirations is forced to play hockey may well be detrimental to his education because of long and demanding schedules and excessive travel. The general unrest in junior hockey and the suggestion from many sources that hockey players were being exploited led the committee to examine this situation.

To assist the Committee in forming an opinion, information on the background and operation of the Canadian Major Junior Hockey League was assembled with the co-operation of Mr. Stu Peppard, President of the Alberta Amateur Hockey Association, Mr. Gordon Juckles, Secretary Manager of the Canadian Amateur Hockey Association and Mr. Clarence Campbell, President of the National Hockey League. Requests for information directed to the Canadian Major Junior Hockey league office were not answered until the release of our Interim Report brought forth a letter of protest from Mr. Frank Boucher, Commissioner of the C.M.J.H.L. This letter which was dated March 2nd, 1967 was prompted by our statement that our request for information dated November 29th, 1966 had not been answered. Mr. Boucher advised that:

... In your letter of November 29th, 1966 you requested additional information regarding operation costs of clubs in our league and asked for financial statements from each of the clubs. Surely you must realize that this is the first year of operation for the clubs in the C.M.J.H.L. and financial statements on their operations cannot be made available until after the season is completed.

In the meantime, I had been advised by Mr. Bill Hunter, who is Chairman of our League Board of Governors that he had appeared before various bodies in Edmonton and freely advised of all our league aims. Did he not appear before your Committee?

Mr. Hunter did, in fact, attend our public hearing in Edmonton and contributed to the discussions. He also offered to meet privately with the Committee and we regret that this meeting was never arranged. A future action body could perhaps be enlightened by Mr. Hunter's considerable experience in hockey. Mr. Hunter emphasized that, through his Edmonton Oil King Junior Organization, he did provide educational opportunities for the players, but the committee's purpose in contacting the league was to determine its aims and objectives through an analysis of financial operations, which, as Mr. Boucher pointed out, were not available at that time. The Federal Committee Report also points out the difficulty of determining junior costs.

A copy of a contract between the operators of the Canadian Major Junior Hockey League was obtained and submitted to the Attorney-General's Department.

Copies of legislation designed to protect the young athlete were also assembled from various sources and will be dealt with later in this report.

Preliminary steps were taken to initiate a study of representative age groups with a view to identifying the influence hockey has had on education or career opportunities. This study was abandoned when it became apparent that such a study done properly was beyond the resources of the Committee. We had hoped, later, to initiate a study conducted by graduate students from the University. This was not possible, but we suggest that it be given further consideration at another time.

The study of the educational influence of hockey, done by the Federal Committee, will be of interest in toto. Of particular interest is the section of the Report entitled "The Junior 'A' Dilemma". Since Alberta has been a focal point for this dilemma, we quote the following excerpts from this section:

There is no doubt whatever that settlement of the future of Junior "A" hockey is one of the critical problems facing the C.A.H.A. At the root of the trouble lie questions of money and control. Individual team Junior "A" sponsorships by professional clubs, in existence for many years, at a total cost of \$500.00 annually, is to cease next year. What will replace this huge sum and how will it be accomplished? Should the so-called free enterprise operation sought by many be subsidized at all? Who will control the operation of Junior "A" hockey, now that managers and coaches originally hired by professional clubs will no longer be paid by them?

Several alternatives have been set forth in briefs and interviews, including:

- Create two super-junior leagues, East and West, assisted financially by the C.A.H.A. and controlled by Councils;
- establish an N.H.L. financed National Junior Association outside the C.A.H.A., leaving to the C.A.H.A. control of all hockey for players under 17 years of age;
- insist upon the Junior "A", O.H.A. and Western Leagues becoming semi-professional which in reality they now are;
- appeal to the N.H.L. to rescind its decision to terminate sponsorships.

So far as we have been able to determine no one has produced, or appears to want to produce, factual evidence of what is a reasonable cost of operating a Junior "A" Club. With few exceptions, the Junior "A" sponsored clubs have refused to submit to us details of operating costs for 1965-66, in spite of our undertaking to treat the information as confidential and anonymous. The net result seems to be a guessing game freely indulged in with someone else's money involved. Mr. Frank Boucher, Commissioner of the new Canadian Major Junior Hockey League and one of the most thoughtful and articulate men seriously concerned with this issue, on June 2nd estimated \$40,000 for each of 6 major clubs, and \$7,500 for each of 26 Junior "A" clubs. On November 9th, in a second estimate, he suggested \$15,000 for each of 16 majors, and \$5,000 for each of 56 Junior "A" clubs. At the C.A.H.A. - N.H.L. August 18th meeting, the C.A.H.A. was asked to state its estimate of funds required. Time to consider was requested and after lunch a figure of \$5,500 for each of 90 Junior "A" teams was given. The N.H.L. stated that there were not more than 30 real Junior "A" teams in all Canada, and that any attempt to determine actual amounts required beyond 1967-68 would be pure guesswork.

How can the operators of Junior "A" hockey expect subsidies from the C.A.H.A., or anyone else, to replace sponsorships, if they refuse to divulge details of how the money would be spent?

As we have stated earlier WE CONSIDER THE PROFESSIONAL SPONSORSHIPS

OF INDIVIDUAL TEAMS AND ALL THE OTHER PROFESSIONAL LISTS OF AMATEUR PLAYERS AND DRAFTS OF PAST YEARS TO BE PRACTICES NO LONGER TO BE TOLERATED BY AMATEUR HOCKEY. We also hold to the position that Junior "A" hockey, "the right arm of amateur hockey in Canada" should ideally remain within the control of the C.A.H.A. Furthermore, we feel that circumstances can be worked out in such a way that this category of hockey along with university hockey and National Teams can continue to be the stepping-stone for the great majority of young players wishing to make careers of professional hockey.

The Report continues with a recommendation and proposals that for the most part, were invalidated by the signing of the Pro-Amateur Agreement, but a final comment and alternative recommendation states:

So serious do we believe the Junior "A" problem to be that we feel called upon to record an alternative recommendation. By whatever set of criteria one judges, there is no meaningful difference between the Junior "A", O.H.A., the Canadian Major Junior Hockey League in the West, and outright professional hockey.

If our above proposal is unacceptable we alternatively recommend that the Junior "A", O.H.A., and the C.M.J.H.L. be declared minor professional leagues outside the jurisdiction of the C.A.H.A., and subject to such federal and provincial legislation as may exist or be effected for the conduct of professional hockey in Canada.

This, too, may be somewhat invalid in the light of what has since occurred but the intent is clear; the situation is serious and we will recommend a similar proposal in this report.

#### (e) Sports Legislation

In preliminary discussion the Committee agreed that if, in fact, there was evidence to show that the rights of the individual were being jeopardized, or if young people were being exploited, or if any other situation existed that adversely affected the game and no other solution were possible, then protection of the game and the participants would justify controls in the form of legislation.

With this in mind, and with evidence indicating problems in this area, the Committee assembled a file on the subject of sports legislation. It is interesting to note that in certain cases the legislation has prompted self-regulation in some sports and the legislation serves simply to assure that the self-regulation continues and that the climate for the sport remains healthy.

The Committee soon realized that much of the problem was compounded by parents who were unconcerned or unaware that problems existed, and it has been pointed out that one cannot legislate against stupidity and ignorance.

The Federal Committee Report has this to say:

We strongly recommend that the Federal Government of Canada initiate

legislation in whatever form it deems most suitable which will achieve the purpose of guaranteeing to amateur hockey freedom from any kind of interference from the National Hockey League or its agents.

They go on to say:

It may be that an amendment of the Combines Investigation Act can effect this purpose.

The Federal Committee's comment on provincial legislation is as follows:

#### Provincial Legislation

We have studied with interest the deliberations in the Assembly of the Province of Alberta on a motion to enact a Bill to be known as the "Young Athletes Protection Act". Briefly this was a bill designed to protect young athletes by declaring null and void any contract made with the N.H.L. until 30 days after their 18th birthday. As we have already noted legislation was put into effect in the State of Washington to serve the same purpose in 1951.

It would appear that the Washington legislation was a crystallization of public opinion which quickly forced professional baseball into a renewal of its agreement with the National Federation of State High School Athletic Associations to not contract players until their high school education was finished.

As long as there remains a danger that either amateur or professional hockey in Canada will continue to contract or transfer young players at the expense of their education, we feel that provincial governments should take action to protect the 18 year-old-or-under players. Our opinion is that there should be built into such protection certain exceptions for the individual who is beyond the legal compulsory education age, or has left school, and has an opportunity to better himself through hockey because of exceptional ability far more than he would have had by remaining in school. This can be done by vesting powers of exemption in the Attorney-General (as does the State of Washington) or by stipulating that advice be sought of the boy's high school principal.

We recommend that Provincial Governments consider the enactment of legislation for the protection of young athletes of eighteen years and under from contracts with professional hockey which will in any way interfere with their pursuit of amateur hockey interests, their education, or their moral and physical well-being.

The Washington State Legislation referred to, appears to be precisely what is required in Alberta at this time. It is an Act for the protection of minors who contract with persons engaged in, or promoting the interest of, organized professional baseball, and providing penalties for violations thereof. The Declaration of Intent reads as follows: "The Welfare of the children of this state is of paramount interest to the people of the State. It is the purpose of this act to foster the education of minors and to

protect their moral and physical well-being. Organized professional baseball has in numerous cases enticed minors to enter into contracts and agreements which have been unfair and injurious to them". A minor is defined as a person under 18 years of age.

We have examined the content of the discussions of the Legislative Assembly which emanated from the resolution put forth by Mr. Dickie in March 1966.

At that time there was considerable confusion as to the status of professional-amateur relations and the nature of the problem was difficult to identify. The defeat of the resolution may have been in the best long-run interests of hockey, because, with the new Agreement in force and with the recommendations of the Federal Committee on the books, the Provinces and the Federal Government may see the need for unilateral action, which will eliminate some of the concerns expressed about isolating Alberta boys and perhaps forcing them to leave the Province. Furthermore, the situation is clear as far as professional-amateur relations are concerned, and this leaves the way open for a more effective approach.

Although supporting Federal action under amendments to the Combines Investigation Act would help Alberta's position, it is abundantly clear that Alberta must act and must act independently of any other Province or the Federal Government, with consideration not only for the N.H.L. influences, but for those of minor professional hockey, which we consider to be an even greater threat to the player and the game. We have reason to believe that legislation in Alberta will trigger action across Canada and will pave the way for Federal legislation. The political climate in the West is probably freer than it is in the heart of professional hockey country where an attack on professional hockey is akin to an attack on motherhood. Alberta must lead the way by taking the initiative.

Our legal adviser, Mr. Stewart, has pointed out the various possibilities for legislation. We must clearly establish its aims and purpose. We must give consideration to standards and to penalties. The possibility of a Committee or Commission has been explored, and, with consideration for the fact that we are limited to safeguarding and protecting the individual as opposed to dealing with combines or monopolies, we are now prepared to make recommendations and will do so. The foregoing has dealt at some length with the "Study of Documents" aspect of the committee's activities. The other aspects of committee work follows.

## 2.2 Interviews on Specific Matters.

Our meetings with such people as Dr. W.J. L'Heureux, Mr. Clarence Campbell and the A.A.H.A. Executives are described in detail elsewhere in this Report and we gratefully acknowledge the time and co-operation of all concerned.

## 2.3 Individual and Public Hearings.

In order to identify or verify the problems that exist in various communities and in order to assemble the views of many people, a series of thirteen

hearings were conducted throughout the Province as noted:

December 28 - Peace River  
December 29 - Grande Prairie  
January 6 - Bonnyville  
January 7 - Wainwright  
January 10 - Edmonton  
January 13 - Stettler  
January 14 - Red Deer  
January 14 - Olds  
January 20 - Hanna  
January 21 - Three Hills  
January 24 - Calgary  
January 27 - Medicine Hat  
January 28 - Lethbridge

Attendance at these hearings was gratifying and the material gathered and hereinafter summarized was very useful.

The co-operation of persons who assisted with the organization of hearings at the various locations was excellent. The Committee members all participated as extensively as possible, many times at considerable personal inconvenience.

Private hearings were held in some locations and questionnaires were circulated to most of those in attendance.

The Committee's findings were compiled to a considerable extent from information gathered in this way.

#### 2.4 Briefs.

By means of Province-wide advertising the Committee invited briefs from any interested individual or organization. Special invitations were mailed to the following:

- (a) Municipal governments
- (b) Many hockey associations
- (c) Alberta Teachers' Association
- (d) Recreation administrators' organizations
- (e) Municipal recreation boards
- (f) The Alberta Recreation Association
- (g) The Alberta Medical Association
- (h) The Alberta Schools' Athletic Association
- (i) Canadian Major Junior Hockey League
- (j) Canadian Inter-Collegiate Athletic Union
- (k) School boards

Many of the above listed have not been heard from, but additional briefs may be expected. A total of fourteen are now on hand and have been considered in preparation of this report. All have been duplicated and circulated for Committee study.

## 2.5 Questionnaires.

The Committee compiled a questionnaire to determine the members' views on desirable standards, under the headings of officiating, coaching, refereeing, organization, facilities, type of play, and attitudes. Through this means a reasonable consensus of Committee opinion was reached and has served as a guide in assessing various situations.

This questionnaire was later modified and distributed extensively. It also served as a reminder at hearings and interviews and as a guide for those preparing briefs.

It was not designed to provide data for compilation, but rather to facilitate the identification of problems, the expression of concerns and the gathering of opinions.

Completed questionnaires have been summarized, duplicated and made available to each Committee member for study. They have proven invaluable to us in assessing various aspects of the problems.

## **SECTION III. FINDINGS AND CONCLUSIONS**

In the course of the Committee's activities we have assembled a vast amount of factual data and opinion. To facilitate analysis of this information the material has been classified as follows:

1. The Organization and Administration
2. The Game
3. Facilities
4. The Equipment
5. The Leadership
6. The Player

There are two factors that have a direct and considerable influence on all aspects of the game, these being motivations and finance. These factors will be considered as they relate to each of the six basic considerations.

### **1. THE ORGANIZATION AND ADMINISTRATION**

#### FINDINGS

- 1.1 The grassroots organization of hockey in Alberta involves a variety of patterns and a good many agencies. They function either independently or co-operatively in various communities and include municipal governments, school systems, churches, athletic clubs, volunteer agencies, service clubs and private businesses.
- 1.2 These organizations function for a variety of reasons. Their stated objectives include: (A) providing an opportunity to play; (B) develop-

ing citizenship and (C) producing a winner. Producing professional players is seldom, if ever, stated as an objective, but many consider it a secondary objective or a desirable by-product.

- 1.3 Some organizations are geared specifically to producing hockey professionals. These are fostered primarily by hockey promoters but also include some private clubs or groups of parents.
- 1.4 The spectator aspects of hockey include the community organizations who operate representative teams at various category levels depending partly on the size of the community. These have no prime profit motive, but sometimes share the net gate receipts among the players in a player split.
- 1.5 The other type of spectator organization is profit motivated and is, in fact, in the business of developing marketable players and providing professional entertainment.
- 1.6 The financing of the grassroots hockey organizations comes primarily from donations from various sources and from fund-raising projects. Some are financed by the school, church or community. Some have help from professionally oriented interests and some are commercially sponsored.
- 1.7 The standards of operation vary considerably, with some organizations spending as much as \$2000 or \$3000 on a single midget or juvenile team. Others provide little more than organizational aid.
- 1.8 The community spectator organizations with a non-profit motive are financed primarily from gate receipts supplemented by fund-raising projects. Many of these organizations are in financial difficulty, and some have already expired due to the cost of importing paid amateurs in pursuit of a contending or championship team. Sometimes an abortive attempt is made to revert to a lower operational cost and subsequent lower quality of play. When this occurs, spectator interest diminishes, causing further financial difficulty.
- 1.9 The organizations concerned with spectator hockey as a business are financed primarily through gate receipts and sometimes through professional grants or other aid now distributed through the A.A.H.A.
- 1.10 In most cases the methods of operation discriminate against those players who have not yet acquired the skills of the game. These are excluded from participation.
- 1.11 In almost all cases the organizations' stated objectives are not reflected in their method of operation.
- 1.12 There are few communities with an organization, or organizations that are meeting all the hockey needs; in many ways most organizations may be discouraging certain aspects of healthy development in pursuit of a winner.

- 1.13 There is a gravitation of players to larger centres, which disrupts the formation of teams in smaller communities.
- 1.14 The A.A.H.A. is the only provincial hockey governing body that covers all amateur hockey categories; however, league governing groups exist for various regional and provincial leagues.
- 1.15 The A.A.H.A. is financed by member fees, percentages of gate receipts and grants from the Canadian Amateur Hockey Association. A detailed analysis of the organization is presented earlier in this report. (See above, page 15.)
- 1.16 The role of the A.A.H.A. is limited to regulating and administering conditions that facilitate competition. Peace keeping and discipline take considerable time and resources. The A.A.H.A. also maintains a standard set of rules for hockey in Alberta, but it is limited in its freedom to change or modify these rules.
- 1.17 An estimated 80% of teams above junior level are affiliated with the A.A.H.A., while less than 40% of minor hockey teams are affiliated with it.
- 1.18 A very small percentage of hockey people understand the workings of the A.A.H.A., because they are not dependent upon, or affected by, the A.A.H.A. in community play except through adoption of the playing rules.
- 1.19 There is no one organization actively promoting or fostering amateur hockey in Alberta with any degree of success.
- 1.20 There is no assurance that there will be an organization to provide the opportunity for every boy to play hockey.
- 1.21 Through its parent body, the A.A.H.A. is included in an agreement with professional hockey which is considered to be detrimental to hockey in Alberta. Financial assistance will be provided to the A.A.H.A. primarily for development of professional player talent and for some administrative aid. The A.A.H.A., as a result of this agreement, has lost some autonomy, but is willing to accept this aid and will be dependent on it.
- 1.22 The A.A.H.A. and many local organizations at the community level are being adversely affected by the influence of professional hockey in Alberta.

#### CONCLUSIONS

From our assessment of conditions related to the organization of hockey in Alberta, and from our findings in this area of study, we conclude that:

- (a) There is a need to establish guidelines for operators of hockey in Alberta to assist them in defining their objectives and to give them assistance in reaching them;
- (b) There is a need to demand a statement of objectives from all

- (c) organizations associated with hockey in Alberta;
- (d) Organizations must be discouraged from disrupting programs in other communities in a manner which may adversely affect either program;
- (e) True amateur hockey must dissociate itself from hockey with a profit motive and refuse financial assistance with strings attached
- (f) Participant hockey must dissociate itself from other aspects of hockey whose influences could inhibit growth and expansion.
- (g) Organization, promotion, and administration of hockey at all levels must be improved. For instance:
  - (1) An association particularly provincial in scope, composed exclusively of volunteers, may not be realistic, and
  - (2) groups with common motives should bond themselves together (such as those whose prime concern is non-profit spectator hockey);
- (h) The organization and promotion of hockey at the provincial level (Provincial organization) must be upgraded or supplemented by some means.

## 2. THE GAME

### PREAMBLE

The Committee feels that a hockey game or contest is in fact a test of how well skills have been mastered and how well the team combines these skills in the strategies of the game. If the competition is uneven it is not a useful test.

A fair test of two teams requires that each has reasonably similar opportunities, and that:

- (a) the players are of the same general age and size;
- (b) the teams each have a reasonably even source of players from which to draw;
- (c) the teaching of the skills has been reasonably equal;
- (d) all have had comparable ice time and other opportunities.

The object of the game is to score more goals than the opposition, within the rules of the game.

The purpose of the game from the Committee's point of view has been defined in the terms of reference for the Committee, which clearly state that the spectator aspect is a very important one.

The game of hockey is a pastime, for players of all sizes and abilities, it changes to something different when it becomes a form of entertainment and/or business. The two are compatible only insofar as the second has no detrimental effect on the first. If the game is no longer safe or enjoyable, or if the game becomes a spectacle and has crowd appeal for other reasons than appreciation of a contest of strength, stamina and skill between well-

trained teams, then a clear and irrevocable line of distinction must be made, for the good of all, to maintain the concept of hockey as a test and pastime. Blood-letting and violence in sport may fill the arenas, line the pockets of the promotor and delight those of sadistic nature, but, in the opinion of the Committee, it can only lead ultimately to the destruction of the game at all levels.

Our findings and conclusions in this area of the study are based on the foregoing conceptions.

#### FINDINGS

- 2.1 We have found that in today's game there appears to be a preoccupation with some obscure objectives other than scoring goals. Play is requiring less and less variety of skills and more speed and brute strength; the highly skilled player as an alert stickhandler and passer is often being intimidated by a physically bigger and stronger player with far less skill. It is not uncommon to see a well-executed play broken up by a clumsy, often illegal move by a less skilled player.
- 2.2 In most organizations there appears to be a real interest in far stricter interpretation of the rules, leaving less to the referees' discretion. Increasing incidence of high sticking, slashing, charging, elbowing and boarding, sprinkled with outright deliberate attempts to injure, is considered by some to be the spark the game needs, and it is often said that if a referee called everything he would spoil the game.
- 2.3 In spite of a trend toward rougher play, the legal body-check appears to be a thing of the past, due perhaps to the philosophy being taught: "If you're going to get hit, get your lumber up". The number of toothless smiles on today's hockey rinks indicate that this lesson has been well learned.
- 2.4 The proposal to switch to international rules was repeatedly made to the Committee. An analysis of this suggestion appears to suggest that cleaner play can be equated with such a change and that cleaner play is desirable.
- 2.5 There are few organizations using modified rules for various age groups, but little consideration has been given to the fact that a game designed for a mature person may not be suited to a ten year old. There appears to be little interest in changing any rules.
- 2.6 Pre-occupation with playing games in competition is leaving little or no time to develop individual skills or team strategy through practice.
- 2.7 More and more the team that is able to recruit the best players is a winner and the championship team; the pride of "Our Town" is, in fact, made up of players from everywhere and does not truly represent the community.

## CONCLUSIONS

- (a) The Committee feels that hockey played according to the rules must be considered one of the finest games of skill, if not the finest, ever contrived by man. It combines agility, speed, strength and stamina and motor and manipulative skills in a unique manner that defies comparison with any other sport. As it is a contact sport, this aspect, for those who are physiologically ready, can add much to the game. We must conclude, however, that in spite of its attributes, we must carefully assess the concerns expressed about it and the obvious increase in injuries arising from it, with a view to enforcing or modifying the rules.
- (b) The expansion of hockey depends to a great extent on good, close competition, at various ability levels. In order to achieve this, we must consider all factors, including classification of players according to age and ability. Residence rules and import restrictions, to keep the interest high in all communities, is important, though perhaps to allow limited gravitation of players to other, better teams or to bigger centres would be in the best interests of certain players.

### 3. FACILITIES

- 3.1 The problem of a lack of ice time is apparently very prevalent and appears to be most critical in the very large and very small communities.
  - 3.2 A detailed study of ice time or of the ratio of population and teams to rinks has not been done.
  - 3.3 It appears that most communities of 1500 population or greater have a covered ice surface. With very few exceptions there is no second covered rink in communities of 2000 to 25,000. Communities with more than one covered rink are Lethbridge, Calgary and Edmonton. Lethbridge has three, Calgary four and Edmonton seven.
- It is readily apparent that the per capita ratios vary quite considerably throughout the Province, but steps are now being taken in many communities to provide more rinks, and conditions are rapidly improving.
- 3.4 Few small communities use outdoor rinks for hockey, while most large centres, except in the south, rely heavily on neighbourhood-centred outdoor rinks.
  - 3.5 Almost all rinks are organized and supervised to the extent that informal play or "shinny" is not possible.
  - 3.6 Most smaller centres have constructed their rinks by use of volunteer help to some extent, and the rinks are really a community effort. Perhaps the lack of facilities in larger centres is, in part, due to the complexities of bringing people together for a community project.
  - 3.7 There appears to be a reluctance on the part of organizers to have hockey

played outdoors, due of course, to the difficulties caused by the weather. The other consideration is the increasing demand for better game conditions, and most teams particularly in smaller centres are too sophisticated to consider practices or games on outdoor rinks.

Where in the past only the oldest and best teams ever saw the inside of an arena, it is now common practice to play all age groups indoors.

The problem is compounded by the fact that the players are now organized at far younger ages and in greater numbers than they once were, thereby placing an additional load on existing rinks.

- 3.8 There is a problem in tiny communities which are school centres or service centres for the surrounding area. They are financially incapable of providing indoor facilities because of the small tax base. In some cases the community has sought the co-operation of the people in the surrounding area who might utilize and assist in paying for such a facility, but many times to no avail.

There are cases where a small community team is prevented from playing in a league because teams from other centres refuse to play outdoors. The distance to travel is, of course, a factor in this discrimination, teams are reluctant to travel only to find the ice unplayable because of inclement weather.

- 3.9 Means by which conditions may be improved have been discussed at length in many communities, and considerable emphasis has been placed on the possibility of providing facilities adjacent to the schools, perhaps under a grant system similar to existing school gymnasium grants.

There appears to be a consensus that municipal governments must take the initiative but that the role of the Provincial Government should include assistance in this area.

- 3.10 Concern was also expressed for guidance in designing hockey facilities. Examples of poor planning and design were cited which cause financial hardship in the community and also inefficient operation.

#### CONCLUSION

- (a) If hockey participation is to be increased, then a solution to the problems of suitable facilities must be found, and, notwithstanding the need for additional rinks, consideration must be given to eliminating the trend to organize the very young, or perhaps, to the suggestion that indoor ice time for younger players be limited, on the premise that they will some day be old enough to get indoors.
- (b) The tendency to award use of facilities to those who can pay or to groups of higher quality should be examined, particularly where public facilities are concerned.
- (c) Considerable thought must be given to new inexpensive designs for arenas and to the expansion and use of outdoor facilities.

- (d) Lack of facilities and their inefficient use are severely hampering hockey in Alberta.

#### 4. EQUIPMENT

##### PREAMBLE

Very little interest has been shown on matters related to equipment. The general attitude is one of apathy.

##### FINDINGS

- 4.1 At the Edmonton hearing one brief led to discussion of the lack of research on protective equipment, and the inadequacy of design of many pieces. Further study was urged. Particular concern was expressed for the increasing number of tooth and head injuries.
- 4.2 There is general agreement that the compulsory use of helmets is good, and that the new ruling on skate protectors is also good. However, the cost to the participant is a matter of concern to some.
- 4.3 Some Canadian manufacturers appear to be giving some thought to their better quality products.
- 4.4 A safety design for goal frames was also urged.

##### CONCLUSIONS

- (a) A careful study of all aspects of equipment has never to our knowledge been made. Research in this area is long overdue.

#### 5. THE LEADERSHIP

##### PREAMBLE

We must examine leadership at three levels: the organizer, the coach, and the referee.

At an early meeting, the Committee agreed that they consider the quality of leadership, particularly coaching, to be the key to most problems associated with hockey. Almost all submissions, discussions, and studies have indicated that most people associated with hockey support this view.

In evaluating conditions with respect to coaching, the Committee considered not only whether or not skills were being taught, but also whether good attitudes were being instilled.

## FINDINGS RELATED TO COACHING

- 5.1 Almost without exception, coaching duties in Alberta are assumed by volunteers.
- 5.2 The Committee found that, although there are many well-motivated people involved in coaching, who are doing an excellent job both in teaching skills and leading people, there are far too many cases, in far too many places, where players are being used to a greater or lesser degree as pawns with little or no concern for their physical, emotional or moral well-being. The coach in some cases considers it a personal victory when his team wins, and a personal reflection on him when it loses. These same people blame referees, players, or tactics to rationalize their losses.
- 5.3 There is a lack of proper discipline by many coaches, which in some cases encourages an unhealthy attitude toward officials and to the game in general. The attitude of coaches toward referees is generally not in the best interests of the game.
- 5.4 The skills of the game are generally not being taught by coaches. Many devote excessive time to game strategy which is far beyond the skill of the players.
- 5.5 Interference with coaches by parents is a common complaint. This interference has led to the early retirement of some coaches.
- 5.6 Coaches consider lack of ice-time the key factor in limiting their teaching of skills.
- 5.7 Many people are highly critical of former professional players or amateur players of high quality for their alleged lack of interest in coaching. The Committee found, however, that in many cases these people had never been asked to assist.
- 5.8 In some cases there is considerable criticism of the trained physical education teacher and of teachers in general for their lack of participation in coaching hockey. However, in some locales teachers are very actively involved and are providing excellent leadership.
- 5.9 There is a great deal of praise for the system of coaches' clinics which the Provincial Government is providing, and it is generally agreed that this program should be accelerated and expanded to accommodate people who are presently not able to attend because of the time at which the present clinics are held.

## FINDINGS RELATED TO REFEREEING

### PREAMBLE

The problems related to refereeing appear to be foremost in the minds of most hockey organizers, coaches and spectators. It is exceedingly difficult to distinguish fact from fiction in discussing this aspect of the game. In general the Committee considers the attitude toward officiating to be nothing short of deplorable.

### FINDINGS

- 5.10 The main criticisms of refereeing appear to be the alleged inconsistency of officials, bad judgement, and general incompetence.
- 5.11 The need for a standard interpretation of rules by well-trained men, and the shortage of these men, summarize concisely the feelings of most people.
- 5.12 In most centres there is evidence to show that referees are abused, that coaches participate in and condone this abuse by their players, and that many people have stopped refereeing or refuse to start because of the extremely poor treatment they anticipate.
- 5.13 Most people freely admit that, with the co-operation of coaches and organizers, refereeing problems would diminish or disappear.
- 5.14 Minor hockey programs appear to continue to rely on volunteers or older players, but some highly organized minor programs pay "qualified" referees. The use of paid men for adult competition is rapidly becoming standard practice.
- 5.15 The practice of paying referees is accepted on the premise that the only way to get good officiating is to pay for it.
- 5.16 The cost of officiating is directly influenced by the need to bring in "neutral men" to cope with increased abuse, and by the mutual distrust of competing teams. The referee's fee is becoming secondary to payment of his travel costs in these cases.
- 5.17 A referees' division within the A.A.H.A. organization has upgraded the standard of officiating by assembling a group of individuals who are willing to take the abuse and misuse for a price. An adopted schedule of fees has to a degree "unionized" officials.

- 5.18 Some of the qualified referees are members of the A.A.H.A. and have been trained through heavily subsidized clinics provided by the Provincial Government.
- 5.19 Many graduates of these clinics are not members of the Association, and in many cases members and non-members handle minor hockey games at little or no cost.
- 5.20 There is criticism of present referees' clinics because they do not test practical ability in game situations.
- 5.21 Some officials are interested in little but the monetary advantage of officiating: several instances were reported of novice referees not getting an opportunity to take the more lucrative assignments.

#### CONCLUSIONS

- (a) The Committee feel that there is nothing inherently wrong with paying referees when they are put to considerable inconvenience and where players are being compensated. However, we feel that there must be concern for the danger that officiating costs may become a detriment to the expansion of the program or to participation by the individual, and that means must be sought to examine this entire matter.
- (b) The training of referees, coaches and organizers must be upgraded and must include means of attracting good men to these roles.
- (c) The attitudes of coaches and officials toward each other and the game should be examined.
- (d) The possibilities for training coaches and referees through physical education programs in schools should be investigated.

### 6. THE PLAYER

#### PREAMBLE

The consideration of all other factors is subordinate to our assessment of the player. The organizer provides the facilities and equipment that are placed in the hands of the leaders all for the benefit of the player.

This benefit to the player accrues only insofar as the player is the centre of concern. If hockey as a business is involved, or perhaps even hockey as a means of entertainment, then the game does not serve the player but rather the player is a tool of the operator of the business.

Under the terms of reference set forth for the Committee, the prime consideration must be whether or not all those who wish to play hockey are allowed to do so, and whether or not the player can meet his needs under existing conditions.

## FINDINGS

6.1 The Committee found that the attitude of many coaches and organizers is reflected in the attitudes of the players. The player's enjoyment is measured by whether or not his team is winning games. The player is not often allowed the pleasures of social relationships with teammates and opponents. Nor do many appear to derive satisfaction from a well-executed maneuver.

Preoccupation with satisfying a coach's desire to win and doing strictly as one is told limits individuality and a desire to develop skills which the coach does not choose to teach.

6.2 The player's preoccupation with pleasing his coach also encourages an attitude of serious contempt for his opponent, the referee and the rules, to the extent that in some cases hockey is doing more harm than good.

6.3 In an age when there are so many possible interests for boys, some hockey programs are so demanding that it is virtually impossible for boys to have any other interests. They are forced to abandon hockey or the others, sometimes at an early age.

6.4 There are many reasons which keep boys from playing hockey, or cause them to withdraw from hockey:

- (a) Many boys in all communities do not participate because they have never learned to skate. Furthermore, many boys in Alberta do not have adequate facilities to learn to skate well enough to play hockey.
- (b) There is no hockey organized for boys in some smaller centres, and there is no team for certain age groups in many other places.
- (c) Many boys or their families are unwilling or unable to pay the costs of equipment, and, in spite of the contention by organizers that "no boy in their Community has this problem", a casual check with school authorities or social service offices has indicated that this is a problem.
- (d) Selection of only the outstanding players, formation of a "stacked" team and the necessity of having to "make a team" are keeping the boys of low skill from participating.
- (e) Centralized schools have taken away many former opportunities to play hockey; when no hockey is available during school hours, many rural boys have no chance to play.
- (f) Over-organization, over-specialization, over-coaching, to the point of giving too much too soon, has left some boys with nothing to look forward to, and has encouraged early dropout.

- (g) Rough play is prompting some parents to discourage their boy from playing hockey. Some players feel that the risk of injury is "just not worth it."
  - (h) Unfair treatment by coaches who play only their better players is also discouraging many players who come to play.
  - (i) Some players withdraw because they have never been taught the basic skills and because they receive no enjoyment from a game which they are not able to play well. Others leave because their ability to learn the fundamentals is restricted by poor skating caused by ill-fitting skates or old skates with poor support.
- 6.5 There are many indications that exploitation of the player is not uncommon. Many instances of exploitation are due to player and parental ignorance. There is also evidence to show that the player's best interests are not being considered.
- 6.6 The effect of hockey on education is a matter which the Federal Hockey Committee has studied. That unhealthy conditions exist in Alberta is confirmed by the following excerpts from a letter from a School Superintendent, who assisted this Committee with a report of the situation in his system as it related to a Canadian Major Junior Hockey League Team.
- From an educator's point of view the situation here (in his system) is not satisfactory.
- Personally, and I believe I speak for my staff, I do not think that in most cases boys can play professional hockey (Canadian Major Junior League Hockey) and at the same time be successful students. I am aware that some succeed but the great percentage do not. I would advise all parents to refuse permission to boys to sign up until they had completed their high school.
- 6.7 A player's education, hockey scholarships, and related topics occupied much of the time in Committee meetings and at almost all hearings. There appears to be a consensus that hockey scholarships are desireable and that high school and university hockey can and should offer an alternative route to a professional hockey career.
- 6.8 The "good old days" of school-boy hockey, and the suggestion that hockey players of the past were developed under a school program was frequently attacked as a myth. At least one brief received showed evidence that it was in fact a myth. However, there is strong support throughout the Province for school involvement, in order to inculcate the proper concept of the game of hockey, which we suggest, is not to produce professional players.

## CONCLUSIONS

- (a) There can be no doubt that conditions for Alberta players can be vastly improved and our findings indicate a need for action.
- (b) We must express concern about the attitude of players and parents and seek means of improving it.
- (c) The Committee considers scholarships for hockey players desirable, provided they are for past achievement. The emphasis should be on need.

## 7. FINANCE

### PREAMBLE

The costs of hockey in Alberta were discussed in terms of the responsibility of individuals or agencies. The following are our findings.

### FINDINGS

#### 7.1 There is consensus that:

- (a) The participant should provide all personal equipment and contribute to the cost of renting facilities in a minor way.
- (b) The sponsor or operator should pay for administration, regular equipment, special equipment beyond the means of the participant, referees, transportation, and, depending on the situation, the cost of ice time.
- (c) The Municipality should assist with administration and provide the facilities.
- (d) The Provincial Government should assist with or sponsor leadership training, assist with provision of facilities, provide a consultative service, and act as a watchdog to protect the player and the game.
- (e) The Federal Government should assist the Province in carrying out its responsibilities and should foster and encourage the National Team.

#### 7.2 Concern was expressed about too much money being "squandered" on individual teams to the detriment of the total program.

#### 7.3 Travel was a matter of some concern because of both cost and safety. Some communities, through their schools, have access to bus service, but for the most part finances do not permit travel except by car.

## CONCLUSIONS

- (a) In the matter of finance there are two basic problems that need consideration if hockey is to be improved in Alberta: how to increase income and how to reduce costs.

## SECTION IV. SUMMARY AND RECOMMENDATIONS

The Committee is satisfied that it has sufficient evidence to indicate that amateur hockey and amateur players are being exploited, and though the study cannot show the exact degree or exact nature of this exploitation, it does in fact exist as has been illustrated.

We are also satisfied that hockey standards, the game itself, can very definitely be improved. We have submitted evidence to support this contention.

We are sure that participation is being limited in many ways, some quite obvious and some very subtle.

Most of the unrest and difficulty that exists in hockey appears to stem from a conflict of interests between hockey, the sport and hockey, the business. The two have become so hopelessly intertwined that even the players, coaches and organizers are often unable to distinguish between them. This conflict causes a basic problem. If it can be rectified, it will, in our view, be for the benefit of all - both amateur and professional.

The disentanglement will start when it becomes clear to all concerned, particularly to amateur hockey, that there are differences and that these differences are reflected in the motives of the individual and/or organization. It is important, therefore, that people associated with every phase of the game of hockey declare themselves regarding their motives, and, having done so, they must be prepared to allow scrutiny of their behaviour and actions. When this is accomplished, we will be able to identify the "tentacles of the professional octopus" and to identify other organizations with like motives and interests.

Our main concern must be to make the sport of hockey available and enjoyable to all who wish to watch or play the game, and to make the business of hockey an honourable and respected profession even at the minor professional levels.

This Committee's responsibility, after having assessed the situation, is to recommend the means by which the Provincial Government may solve these problems. This we propose to do under the following headings:

1. Implementation of Controls (legislation)
2. Organizational and Administrative Aid
3. Leadership Development
4. Consultative Services
5. Facilities
6. Finance
7. Inter-Agency Action

#### **1. IMPLEMENTATION OF CONTROL (LEGISLATION)**

The Committee disapproves of government control of amateur sport, but we do not disapprove of protective and enabling legislation that will give the sport of hockey and its players freedom to prosper and grow; and therefore, we recommend the following:

- 1.1 That the Government of Alberta establish a Hockey Commission, free from political or vested interests, to protect the game of hockey and the players from professional or commercial exploitation which are judged to be detrimental to the sport. The Commission should be made up of not less than three members appointed by the Minister of Youth.

The duties of the Commission should include the following:

- (a) The power to demand from any hockey organization an annual statement of organizational structure, objectives, and financing in order to assess the nature and purpose of the organization.
  - (b) The initiation and enforcement of legislation.
  - (c) The initiation of research into the problems of hockey as outlined in this report and, in particular, to carry out an appraisal of the effects of the Pro-Amateur Agreement.
  - (d) Serving as a board of appeal for organizations, teams, and players on alleged injustices related to the game of hockey.
  - (e) Continually evaluating conditions under which hockey is played in Alberta.
- 1.2 That the provincial government review this report and the report of the Federal Committee to determine means by which the rights of the young athletes in organized hockey may be protected, and that legislation for this protection be enacted forthwith. The Committee further recommends that the Washington State Legislation which is appended hereto, be used as a guide.

Comment:

Some hockey organizations have, in numerous cases, induced minors to enter into contracts and agreements which have been unfair or injurious to them.

The specific intent of this proposed legislation is to protect the moral and physical well-being of young men and to foster their education; to protect certain minors who contract with persons engaged in or promoting the interests of profit and non-profit hockey.

The legislation should prohibit the signing of a contract by a minor unless it is deemed by the proposed Commission to be in the best interests of the boy. Such approval may be sought jointly or by either party to the agreement.

The Commission should approve a contract under these conditions:

- (1) if the minor has not already been signed, approached, or contacted;
- (2) if the minor has been apprised of the fact that approval of the contract may deprive him of his amateur status;
- (3) if the parents of the minor, and the minor himself, have consented to the contract;
- (4) if the Commission has concluded that the contract is valid and binding;
- (5) if the contract permits the minor to have at least the minimum time available each year to continue his high school education as determined by his school authority.

A substantial fine should be imposed for a person or persons found guilty of violating this law or for inducing evasion of it.

The following definitions will facilitate formulation of the legislation:

Minor - "Minor" shall mean any person under the age of eighteen years who has not graduated from high school: Provided that should he become eighteen during enrollment in high school he shall be a minor until the end of that school year.

Contract - "Contract" shall mean any contract, agreement, bonus or gratuity arrangement, whether oral or written, excluding amateur playing cards of a one year duration.

Organized Hockey - "Organized Hockey" shall mean and include all persons, firms, corporations, associations, teams, or clubs, or agents thereof, engaged in promoting, sponsoring or managing other persons, firms, corporations, associations, teams or clubs who play hockey.

The Commission - "Commission" shall mean the Government Commission proposed in Recommendation 1.

- 1.3 That the Provincial Government urge other Provincial Governments to take action in their province to enact similar legislation for protection of young athletes.
- 1.4 That the Provincial Government urge the Federal Government to take immediate action on the combines investigation proposal of the Federal Committee.

## 2. ORGANIZATIONAL AND ADMINISTRATIVE AID

To improve the quality and knowledge of those associated with amateur hockey and to ensure the expansion of programs, we recommend:

- 2.1 That the Department of Youth prepare or cause to be prepared a detailed and comprehensive organizational manual for hockey, based on the accepted principles and objectives covered in the Committee's terms of reference, and that suggestions be given as to the roles of the school, the municipality and individual volunteers.
- 2.2 That the Department of Youth provide an athletics consultant whose responsibilities include the training of organizers at the local level, creating hockey organizations where none exist, offering guidance to all existing organizations with respect to all aspects of hockey, and conducting regular inspections of conditions in all programs, in every part of the Province, with a view to recommending means by which conditions may be improved, or recommending appropriate action by the proposed Commission.
- 2.3 That the Department of Youth make available grants to municipalities specifically to encourage the employment of specialists whose responsibilities are to include promotion and operation of hockey programs to benefit the greatest numbers.
- 2.4 That the Minister of Youth invite the A.A.H.A. to accept full responsibility for all aspects of hockey in Alberta, including the fostering and encouraging of minor hockey at all levels, and that they be requested to submit to the Department of Youth a detailed plan of the Development by May of 1968. If the A.A.H.A. should not be interested in submitting and implementing a development program for hockey in the Province, that the Minister of Youth give support to the establishment of a new organization or programs to complement what is now being done by the Amateur Hockey Association. That the Department of Youth assist this organization in establishing guidelines under which both participant hockey and hockey for entertainment of spectators may be brought back to the smaller communities wherever practical, and that more restrictions be placed on importing of players where this practice is leading to the eventual demise of teams or the disruption of programs.

- 2.5 That the Department of Youth give full publicity to the conditions under which the Pro-Amateur Agreement was signed, and to its possible effects. Further, that the Department of Youth print and disseminate the Pro-Amateur Agreement in its entirety to familiarize all hockey people and parents with it.

### 3. LEADERSHIP DEVELOPMENT

#### Coaching

The Committee wishes to emphasize that there are many people with excellent motives who are doing a first class job of coaching hockey in Alberta. These people must be considered the lifeblood of hockey, and, fortunately they still predominate. There are, however, others who because of selfish motives or a lack of knowledge are adversely affecting hockey, and, therefore, we recommend:

- 3.1 That the Department of Youth continue to evaluate the present coaches' training program with a view to encouraging attendance by men in a variety of occupations.
- 3.2 That the proposed athletics consultant be responsible for assessing conditions related to coaching, with a view to assisting communities to recruit and train men of competence and integrity.
- 3.3 That the Department of Youth devise and implement a public education program designed to influence favorably the attitudes of coaches, parents, and the general public toward hockey.
- 3.4 That all Communities be encouraged to examine means by which the skills of hockey can be taught by, or in co-operation with, the schools, and that the Department of Youth seek the co-operation of the Department of Education in furthering this means.
- 3.5 That the Department of Youth encourage organizations to require coaches to take training and to classify them according to their ability, and that the most highly effective and qualified persons be used as leaders for subsequent training programs.

#### Refereeing

#### Preamble

The Committee feels that there is nothing inherently wrong with paying referees under conditions in which a person is put to considerable inconvenience and when players are being compensated. However, we feel that there must be concern for the danger of officiating costs becoming a deterrent to program expansion or to the participation of the individual and, therefore, we recommend:

- 3.6 That the Provincial Government and the A.A.H.A. actively discourage, by whatever means possible, the payment of officials in minor hockey, where no gate-charge is made, and that hockey above the minor level be encouraged to pay nothing more than an honorarium, unless a gate charge is made; that transporting officials for games be actively discouraged, to eliminate unnecessary cost.
- 3.7 That the Department of Youth public education program (described above) give priority to the creation of an attitude of respect for officials.
- 3.8 That existing and future coaches' clinics devote whatever time is considered necessary to influence favorably the attitude of coaches toward officials, and that where possible joint sessions be conducted for coaches and referees. In separate clinics the other official's point of view should be considered and given emphasis.
- 3.9 That the Department of Youth employ staff to be responsible for standardizing the interpretation of rules fostering consistency in officiating, and training volunteers at the community level.
- 3.10 That the methods of recruiting, training and rewarding volunteers be part of the proposed training program for organizers.
- 3.11 That the Department of Education through the new Supervisor of Physical Education be encouraged to include training in sport officiating in the physical education curriculum, and that practical sessions be a requirement of the course.

#### 4. CONSULTATIVE SERVICES

Recognizing that the Department has expanded its services considerably in this past year, and acknowledging previous recommendations of a similar nature, we recommend:

- 4.1 That a hockey specialist be hired by the Department of Youth to act as an adviser to all hockey organizations within the Province and to assist area consultants with problems in their regions.
- 4.2 That the Department of Youth provide a consultant to provide information to communities contemplating construction of hockey facilities. Particular attention should be given to reducing construction and operation costs.

#### 5. FACILITIES

- 5.1 That the Department of Youth establish basic standards for indoor skating rinks and that means of attaining these standards be determined.

- 5.2 That communities be encouraged by the Department of Youth to develop and utilize outdoor rinks and that programs for younger players be restricted to outdoor rinks where a shortage of indoor ice exists.
- 5.3 That as an interim measure, a per capita incentive grant for development of facilities be instituted by the Department of Youth.

## 6. FINANCE

- 6.1 That Government financial aid be limited to leadership training and to research and consultative services, except in the case of facilities, where low interest loans are recommended to encourage construction of indoor ice rinks throughout the Province.

## 7. INTER-AGENCY ACTION

- 7.1 That the Department of Youth request the Fitness and Amateur Sport Council (National) to conduct a complete study of hockey equipment with a view to establishing safe standards.
- 7.2 That the Department of Youth urge the Government to seek Federal Aid for facilities.
- 7.3 That the Department of Education be asked to establish skating classes within the physical education curriculum.
- 7.4 That, in spite of obvious difficulties, school systems be encouraged to operate school hockey teams at the high school level, and that further study be given to solutions for the obvious personnel and facility problems; That rural school systems at all levels provide hockey programs for students who lose the opportunity to play because they travel to school by bus.
- 7.5 That the Universities and all other educational institutions beyond high school be asked to provide the opportunity for intramural hockey for players who may aspire to play "Varsity" and ultimately for the Canadian National Team or the N.H.L.
- 7.6 That the Department of Youth urge the appropriate governmental department to examine the possibility of releasing school buses for community use, with a view of safeguarding young hockey players.

The foregoing recommendations conclude this report. The Committee would be pleased to discuss any aspect of the Report for purposes of clarification. The Committee Members are satisfied that the systematic implementation of the Recommendations will solve many of the problems facing hockey in Alberta, and we are prepared individually to assist with these implementations.

Respectfully submitted,

Don Moore, Chairman  
For the Committee.



## **"APPENDIX A"**

THIS AGREEMENT made in triplicate this 15th day of May, 1967  
BETWEEN

NATIONAL HOCKEY LEAGUE, hereinafter called the "NHL"

OF THE FIRST PART

- and -

CANADIAN AMATEUR HOCKEY ASSOCIATION, hereinafter  
called the "CAHA"

- and -

AMATEUR HOCKEY ASSOCIATION OF THE UNITED STATES,  
hereinafter called the "AHA of U.S."

OF THE SECOND PART

WHEREAS the Party of the First Part is the governing body for professional hockey in Canada and the United States of America and has by agreements in writing and other working arrangements power to contract for and on behalf of its affiliated and/or associated minor leagues;

AND WHEREAS the Canadian Amateur Hockey Association is the governing and controlling body for Amateur Hockey in Canada;

AND WHEREAS the Amateur Hockey Association of the United States of America is the governing and controlling body for Amateur Hockey in the United States;

AND WHEREAS it is the mutual desire of the contracting Parties to terminate the Agreement entered into on September 1st, 1958, between National Hockey League, of the First Part, and International Ice Hockey Federation, Canadian Amateur Hockey Association and Amateur Hockey Association of the United States, of the Second Part, and to replace the said Agreement by the following Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements and conditions herein contained, the Parties hereto agree together as follows:

## 1. - DEFINITIONS AND REFERENCES

In This Agreement and any Amendments thereto, unless the context otherwise requires or implies:-

1. "Affiliated" means associated under a formal Agreement.
2. "Affiliated minor leagues" means minor professional hockey leagues associated under a formal Agreement with the NHL and whose names appear on a list supplied by the NHL to the CAHA.
3. "Associated minor leagues" means minor professional hockey leagues associated without any formal Agreement with the NHL for the purposes of securing the benefits and undertaking the responsibilities set out in this Agreement.
4. "Assessments" or "Annual Assessments" means the regular annual payments by the NHL to the CAHA and the AHA of U.S.
5. "By-Laws" means By-Laws of the NHL or one of its affiliated leagues.
6. "Central Registry" means the player registration office of professional hockey.
7. "Committee" means the Joint Development Committee.
8. "Draft", "Universal Draft" or "Universal Amateur Draft" means the proceedings at which professional clubs make their claims for registration of their right to priority of negotiation with an amateur player.
9. "Unsigned draft claim" or "unsigned draft choice" means a player who has been claimed in the amateur draft and whose name appears on a professional club's reserve list, but who has not signed a professional contract. The professional club may continue to include such player on its Reserve List provided that a bona fide offer of a Standard Player's Contract has been made to such player before October 1st next following the draft and before each October 1st thereafter until the player turns professional.
10. "Emergency Conditions" means the state of a professional club which is below playing strength in accordance with its League's By-Laws which permit a replacement of player(s).
11. "Joint Development Committee" is the Committee created in section 17 of this Agreement.
12. "Junior Competition"--See section 10 for definition of Junior eligibility.

13. "Negotiation claim" means the registration by a professional club of a prior right of negotiation with a particular player who has attained his twentieth birthday.
14. "Participated" means to have actually taken part in a game.
15. "Played" means to have actually taken part in a game.
16. "Player" means a hockey player and includes professional and amateur unless otherwise stated.
17. "Player Development Club" means a professional club designated by a Member Club of the National Hockey League to be its player development affiliate operated under special eligibility rules based on the age of participating players.
18. "Professional Player"--See section 9 for definition.
19. "Amatuer Player" means a player who has not participated in a professional game except under a special try-out permit from amateur authorities or who, having been a professional player, has been reinstated as an amateur by the Parties of the Second Part.
20. "Reinstatement" means the procedure by which a professional player is restored to the status of an amateur player in accordance with section 15 of the Agreement.
21. "Reserve List" means the roster of players eligible to play for a particular club in a particular league. It includes players, goalkeepers, unsigned draft claims, negotiation claims. It can include both professionals and amateurs.
22. "Inactive List" means the official player list composed of players who are actually in attendance as a full time student at a degree granting university or college or a member of the Armed Forces of Canada or of the United States and in whose professional services a professional club has a recognized interest by reason of some standard player agreement, priority claim of negotiation, or draft claim.
23. "Negotiation List" means the roster of players for whom negotiation claims have been filed with the Central Registry and which are recognized by professional leagues under which individual clubs are accorded the exclusive right of negotiation for their services as professional players for the period of one year plus extensions in special cases as provided in the By-Laws. Notice of such claim shall be given to the player promptly in writing.

24. "Voluntarily Retired List" means the list of players whose services belong to one professional club but all of whom have retired from active play. It can include both professionals and reinstated amateurs.
25. "Training Camp List" means the list of players filed with the Central Registry by a professional club which has invited them to training camp and has received an acceptance in writing from said players. This list is transmitted to the amateur associations.
26. "Season" or "Playing Season" means the period commencing with the first game and ending on the final day of the play-offs.
27. "Sponsored" means an amateur club, team or list which is supported by or registered by a professional club.
28. "Suspension" means suspension from participation in hockey as a player, coach, manager, club officer or in any other capacity whatsoever.
29. "Tampering"--See section 16.
30. "Try-out" means a professional hockey agreement with an amateur player, or a trial of skill of an amateur player under professional auspices whether at a training camp or practice or in an actual game.
31. "Territorial rights" means the exclusive right to play and conduct hockey in a specified area.
32. "Turn Professional" means the procedure of negotiating a contract for the services of an amateur player, consummated by the signing of a Standard Player's Contract or an agreement as to the terms of such a contract.

2. - ACKNOWLEDGEMENT OF JURISDICTION OF AMATEUR AUTHORITIES

The Party of the First Part hereby acknowledges that the Parties of the Second Part are the sole and exclusive governing bodies of amateur hockey within their respective territorial and constitutional spheres and hereby agrees that in all matters relating to amateur hockey and its relations with professional hockey it will deal only with the duly appointed officers of the Parties of the Second Part.

Moreover the Party of the First Part agrees that it will give the earliest possible notice to the Parties of the Second Part when it becomes aware of the possibility that a professional hockey club may be entering a territory where there is already organized hockey being conducted under the jurisdiction of the Parties of the Second Part.

If and when any proposal, which contemplates the change of any league or group operating under the jurisdiction of either of the Parties of the Second Part from an amateur operation into a recognized professional league, is submitted to the Party of the First Part for approval and recognition no such change of status will be effected until the proposal has been submitted to the Parties affected and a full opportunity has been provided for thorough investigation, representations and negotiations by them.

3. - ACKNOWLEDGEMENT OF JURISDICTION OF PROFESSIONAL AUTHORITY

The Parties of the Second Part hereby acknowledge that the Party of the First Part and its affiliated and associated minor leagues are the sole and exclusive governing bodies of professional hockey in Canada and the United States of America and hereby agree that in all matters relating to professional hockey and its relations to amateur hockey they will deal only with the duly appointed representative of the Party of the First Part.

4. - SUSPENSION BY AMATEURS

The Party of the First Part on behalf of itself, its affiliated and associated minor leagues and all member clubs of such leagues agrees that it will recognize all suspensions imposed upon amateur hockey players, officials or executive personnel by the member associations of the Parties of the Second Part. Notice of such suspension shall be in writing signed by or on behalf of the President of the Association imposing the suspension. When such notice is given only through the medium of a periodic bulletin it will be deemed to have been delivered at the normal time and date of delivery of regular mail following posting of the same in the post office of the sender.

## 5. - SUSPENSIONS BY PROFESSIONALS

The Parties of the Second Part on behalf of themselves and their member associations agree that they will recognize all suspensions imposed upon professional hockey players of the Party of the First Part and its affiliated and/or associated minor leagues. Notice of such suspension shall be in writing signed by or on behalf of the President of the NHL. When such notice is given only through the medium of a periodic bulletin it will be deemed to have been delivered at the normal time and date of delivery of regular mail following posting of the same in the post office of the sender.

## 6. - FORMS OF PROFESSIONAL AGREEMENTS

The Parties of the Second Part on behalf of themselves and their member branches and associations acknowledge that for the orderly conduct of professional hockey and the governance of the relations between the clubs and their players and their obligations to one another the following types of agreements and arrangements are the only officially recognized relationships in existence and use by the Party of the First Part and its affiliated and/or associated minor leagues:-

- (a) Standard Player's Contracts - specimen copies of which are appended hereto.
- (b) Negotiation Claim - as defined in paragraph 13 of section 1.
- (c) Unsigned Draft Claim - as defined in paragraph 9 of section 1.
- (d) It is acknowledged by the Parties hereto that at the time of the entry into this Agreement there exist valid subsisting player agreements including Try-Outs Form "A", Options "B" and Options "C" which shall continue to have their full force and effect until they are phased out in accordance with this Agreement.

## 7. - PROFESSIONAL HOCKEY LISTS

(a) The Parties of the Second Part on behalf of themselves and their member branches and associations acknowledge that the rights and privilege secured or conferred by the agreements detailed in section 6 hereof are consolidated and recorded in the following lists of players issued at regular intervals by the Party of the First Part for each professional hockey club:-

- (i) Reserve List. (NHL Clubs - 30 players and 3 goalkeepers)  
(All others - 25 players and 3 goalkeepers)
- (ii) Voluntarily Retired List. (Players on this list who have been reinstated as amateurs shall be removed from this list not later than 3 years from the registration of retirement.)

(iii) Training Camp List. (Restricted to agreements and written acceptances.)

(iv) Negotiation List. (NHL Clubs - 4 players;  
AHL and WHL Clubs - 3 players;  
CPHL Clubs - 2 players.)

(b) The above recited lists and amending bulletins shall be sent promptly after issue to the Parties of the Second Part in the manner hereinafter set out.

(c) It is recognized by the Parties hereto that at the time of the entry into this Agreement there exist valid subsisting player lists including the Players' Reserve Lists, Goalkeepers' Reserve Lists, Negotiation Lists, Inactive Lists and Sponsorship Lists which shall continue to have their full force and effect until they are phased out in accordance with this Agreement.

#### 8. - UNIVERSAL AMATEUR DRAFT

(a) The Party of the First Part agrees to terminate the system of sponsorship of amateur clubs for the benefit of the sponsoring team and agrees to phase out these lists as soon as the players registered thereon have ceased to be eligible therefor by reason of age, removal or otherwise. In the interval these lists will be recognized and administered in accordance with the existing By-Laws of the Party of the First Part and its affiliated and/or associated minor league clubs.

(b) The Parties of the Second Part agree that effective in 1967 the Party of the First Part has the right to establish and hold an annual Universal Amateur Draft. This Draft shall be conducted in accordance with sub-paragraph (a) of paragraph C of section 18.

#### 9. - DEFINITION OF "PROFESSIONAL"

IT IS FURTHER AGREED by the Parties hereto that a player shall be considered a "professional" only when the Party of the First Part notifies the Parties of the Second Part that such a player has signed a Standard Player's Contract or has agreed in writing to the terms of a contract with a professional hockey club and has not been reinstated as an amateur as provided in this Agreement.

#### 10. - ELIGIBILITY FOR JUNIOR HOCKEY

(a) The Parties of the Second Part agree that during the term of this Agreement a player, to be eligible to participate in the Junior category of their respective competitions in any playing season, must not have attained his twentieth birthday by midnight December 31st-January 1st of that season.

(b) Notwithstanding the provision of section (a) hereof, and in order to facilitate adjustment to the new age limit, it is understood and agreed that for the playing season 1967-68 the Parties of the Second Part shall be entitled to allow to participate, in Junior competition, players who have not attained their twentieth birthday by midnight May 31st 1967.

#### 11. - RESTRICTIONS ON TURNING PLAYERS PROFESSIONAL

(a) The party of the First Part agrees that its Member Clubs and the member clubs of its affiliated and/or associated minor leagues will not "turn professional" or place on any professional list any player before the completion of the final season of eligibility for Junior competition of that player.

Notwithstanding the prohibition contained in this section the Parties hereto recognize the problem of the proper allocation of players of "exceptional playing ability" whose playing careers might be adversely affected by the generality of this restriction. It is therefore mutually agreed that either Party hereto may submit at any time, for consideration, and for action if mutually agreeable, an amendment hereto having as its object the permitting of players not below the age of eighteen years to be turned professional.

(b) It is recognized by the Parties hereto that at the time of the entry into this Agreement there exist valid subsisting arrangements with players under which they are entitled to turn professional (not before the attainment of their eighteenth birthday) which shall continue to have their full force and effect until they are phased out in accordance with the terms of this Agreement. The players affected by these arrangements are players signed to Agreements "A", "B" and "C" and players on Sponsorship Lists, Negotiation Lists and Inactive Lists validly registered in the Central Registry by some professional club as shown in the Central Registry printed Reserve Lists of January 3rd, 1967, a copy of which is appended hereto.

(c) The Party of the First Part agrees to supply to the Parties of the Second Part, in the manner hereinafter provided on or before September 15th in each year, a list of all players to be tried out by all clubs of the NHL and its affiliated and/or associated minor leagues, this list being known as the Training Camp List referred to in section 7. Any player so reported may be turned professional at any time down to and including October 21st of that playing season notwithstanding any prior registration by or other obligation to any amateur club.

(d) No player registered with any member club of the CAHA or the AHA of U.S. shall be turned professional by any professional club of either the NHL or any affiliated or associated minor league between October 22nd and the last scheduled game (including play-offs) of his amateur club without having first obtained the written consent of the amateur club with which he is registered. If a player sought to be turned professional after February 15th in any season is a member of an amateur club actually engaged in inter-provincial (or equivalent in the United States) play-offs the further consent of the President of the CAHA or AHA of U.S., as appropriate, shall be required.

(e) All parties agree that the making of a draft claim for a player under section 8 of this Agreement does not create any obligation on the part of that player to "turn professional" and he may continue to play amateur hockey if he so desires.

## 12. - TRY-OUTS OF AMATEUR PLAYERS

(a) The Member Clubs of the Party of the First Part and its duly affiliated or associated minor leagues shall have the right to enter into an agreement with amateur hockey players whose eligibility for Junior hockey is exhausted for a "try-out" without thereby jeopardizing their amateur status. Specimen copy of the said Try-Out Agreement is attached hereto as appendix "C".

(b) Permission for the granting of "try-outs" of not more than five games (actual participation) will be issued by the President of the appropriate Party of the Second Part upon application made by the President of the Party of the First Part when the following conditions are established:-

- (i) The consent of the player has been secured;
- (ii) the consent of the player's amateur club has been secured in advance as long as that amateur team is engaged in official competition;
- (iii) the player is on the Reserve List or Negotiation List of the club seeking the Try-Out or of its player development club;
- (iv) if the player's amateur club is engaged in Branch or Inter-Branch play-offs the consent of his Branch shall also be secured in advance.

(c) Permission for an additional Try-Out for not more than three (3) games will be issued to players who have completed their regular schedule and all play-offs upon fulfilment of the conditions set out in (b) hereof.

(d) Where amateur goalkeepers are used to meet emergency conditions extending beyond the limits defined in this section it is understood that the "try-out" permission may be extended beyond such limits by the President of the appropriate Party of the Second Part when such extension would not have the effect of injuring the position of the amateur club affected.

#### 13.-REGISTRATION OF AMATEUR PLAYERS

IT IS FURTHER AGREED that no contract or agreement other than simple registration as a player, made between a player and any member club of the CAHA or the AHA of U.S. shall be binding upon or have any effect whatsoever upon the Party of the First Part or its duly affiliated or associated minor leagues and their member clubs during the currency of this Agreement.

#### 14.-EXCHANGE OF INFORMATION RE PLAYERS

The Parties hereto agree that for the efficient administration of their respective organizations it is essential that there shall be available an adequate record of the correct name, date of birth, team affiliation, and status of every player playing under the jurisdiction of all the Parties hereto and their affiliated leagues or associations.

To facilitate the prompt delivery of such information the Parties hereto agree to maintain official registration centres which will supply promptly and accurately the data requested by any of the other Parties or their affiliated leagues or clubs.

The registration centre for all professional leagues and clubs shall be

Central Registry,  
922 Sun Life Building,  
MONTREAL 2, P.Q.

The registration centre for all leagues and clubs under the jurisdiction of the CAHA shall be

Canadian Amateur Hockey Association,  
Winnipeg Arena,  
1430 Wolever Avenue,  
WINNIPEG 21, Manitoba.

The registration centre for all leagues and clubs under the jurisdiction of the AHA of U.S. shall be

Amateur Hockey Association of the United States,  
404 East 55th Street,  
NEW YORK, New York 10022.

15.-AMATEUR REINSTATEMENT

(a) The Parties agree that any professional hockey player released by, or placed upon its Voluntarily Retired List by a Member Club of the Party of the First Part or any of its duly affiliated or associated minor leagues who has been unable to secure employment as a professional hockey player and who is certified by the President of the NHL to have been released as a professional player from all contractual or other obligations to the Party of the First Part or any of its duly affiliated or associated minor leagues shall be eligible for reinstatement as an amateur and upon written request made by the President of the NHL for the purpose, the appropriate Party of the Second Part may, in its discretion, grant or refuse the application for reinstatement.

(b) The Parties further agree that a professional player who has not played hockey for at least two complete and consecutive seasons shall have the right to apply through the Central Registry for amateur reinstatement without the consent of the professional club then owning the right to his professional services. Such Club shall have the right to file objections through the Central Registry against the granting of the reinstatement. In such case the application and the objection shall be referred to the Player Development Committee (acting as a Board of Review) for its consideration. Unless the objection is sustained by a three-quarters majority of the Committee the appropriate Party of the Second Part shall exercise its own discretion in granting or refusing the application.

(c) The Parties further agree that when a professional player (who has participated in professional hockey within two years prior to the making of his application and not having the consent of the Club owning the rights to his professional services) applies for amateur reinstatement through the Central Registry and the Club files an objection thereto through the Central Registry the application and objection shall be referred to the Player Development Committee (acting as a Board of Review) for its consideration. If the application is approved by a three-quarters majority of the Committee but not otherwise, the application shall then be submitted to the appropriate Party of the Second Part for its decision which shall be final.

(d) No player shall be eligible for reinstatement as an amateur more than once in each year.

(e) The Parties of the Second Part agree that they will not establish or permit to be established by any league or other organization operating within their respective jurisdiction any rule or regulation which has the effect of restricting the eligibility of a player under 25 years of age to participate in its competitions by reason of his previous status as a professional hockey player.

(f) When a professional player has been reinstated as an amateur and a monetary consideration has been paid to a professional club to secure its consent for such reinstatement and such player is subsequently turned professional by the same or any other professional club, the amateur club paying such consideration shall be entitled to be reimbursed for the amount of its payment to the professional club less one-third for each season or part thereof in which the player participates as a member of an amateur club.

#### 16.- TAMPERING OR NEGOTIATING WITH PLAYERS OF OTHER CLUBS

The Parties hereto agree that in order to preserve discipline and competition and to prevent the enticement of players:-

(a) No club under the jurisdiction of the Parties of the Second Part, through any officer, employee, agent, scout or other representative shall offer any proposal to, negotiate with, or discuss employment either present or prospective with a professional player whose name is on the Reserve List of a Member Club of the Party of the First Part or any of its affiliated or associated minor leagues without the prior written consent of that Member Club.

(b) No club under the jurisdiction of the Parties of the Second Part through any officer, employee, agent, scout or other representative shall offer any proposal to, negotiate with, or discuss employment or registration either present or prospective with any unsigned drafted player, whose name is on the Reserve List of any professional club before October 21st in any playing season without the prior written consent of such professional club.

(c) Any club contravening the provisions of paragraphs (a) or (b) shall be deprived of the protection provided in section 11 hereof (Restrictions on Turning Players "Professional") for such period and under such other terms as shall be fixed by arbitration.

(d) No Member Club of the Party of the First Part or any of its affiliated or associated minor leagues through any officer, employee, agent, scout or other representative shall offer any proposal to, negotiate with, or discuss employment either present or prospective with a player who is registered as a playing member of any club under the jurisdiction of the Parties of the Second Part at any time between October 22nd and the final game of the season of the amateur club without the prior written consent of the amateur club.

(e) Any Member Club contravening the provisions of paragraph (d) shall be deprived of the "try-out" privileges provided in section 12 hereof (Try-Outs of Amateur Players) for such period and under such other terms as shall be fixed by arbitration.

(f) Any complaint alleging violation of the provisions of this section shall be made in writing and shall be transmitted to the responsible officers of the Parties hereto as provided in section 24 hereof (Responsibility for Fulfilment and Notice) who shall investigate the complaint, and all matters in dispute following such investigation shall be settled by arbitration as provided in section 23 hereof (Arbitration).

#### 17.-JOINT DEVELOPMENT COMMITTEE

For the purpose of maintaining a closer liaison between the NHL and the CAHA in the conduct of an efficient player development program during the currency of this Agreement, and to approve the official programs and the budgets to support it, there shall be established a Joint Development Committee composed of five (5) members selected in the manner hereinafter set out and with the powers specified.

(a) On or before May 1st in each year the NHL and the CAHA will advise the other Party in writing of the names of its representatives on the Committee.

(b) Each Party will designate two (2) members and four (4) alternates each year. In the odd-numbered years the CAHA will designate the fifth member and in the even-numbered years the NHL will designate the fifth member.

(c) There shall be a Chairman who shall be a minority representative. There shall be a Vice Chairman who shall be a majority representative. The Chairman and Vice Chairman shall be appointed at the first meeting of the Committee.

(d) The Committee shall meet at the call of the Chairman or in his absence at the call of the Vice Chairman, on ten days notice, or less by waiver of notice signed by all Members. The Chairman or Vice Chairman shall call a Meeting of the Committee within fifteen days of the receipt by either of them of a written request to do so signed by two regular Members of the Committee.

Alternates shall be notified of all meetings of the Committee and shall be entitled to attend but can only vote in the absence of the official representative(s). Both the Chairman and the Vice Chairman shall be entitled to vote on all matters coming before the Committee for decision.

The Committee shall have the power to permit the attendance at meetings of advisers of either Party.

(e) Committee Members and Alternates shall serve for one year but are eligible for re-appointment at any time.

(f) Proper minutes of the proceedings at each meeting shall be prepared and distributed under the supervision of the Chairman.

- (g) The duties of the Committee shall be
- (i) to study and, if deemed advisable, amend or modify, and approve the final player development program for the ensuing year and the budget to implement that program;
  - (ii) to receive and consider reports of the progress of said program and the financial position of the Player Development Funds;
  - (iii) to supervise the accounting of the funds provided for player development and to ensure their most efficient use;
  - (iv) to consider and provide a formal commentary on the audited statement of Player Development Funds for the information of the Parties hereto;
  - (v) to act as a Board of Review in cases concerning applications for amateur reinstatement as provided in sections 15 (b) and (c); and
  - (vi) to exercise such additional powers as may be conferred upon it by unanimous consent of the Parties hereto.

(h) It is the intent and purpose of this Agreement and the Parties hereto that the Parties of the Second Part shall be responsible for the formulation and implementation of the player development program in each year and for its efficient administration. And it is further understood that upon the request of the Party of the First Part such programs will be accelerated and intensified on a basis mutually agreeable to the Parties hereto and at the cost of the Party of the First Part.

#### 18. - PAYMENTS

It is further agreed that in consideration of the due performance of the terms of this Agreement the Party of the First Part will pay to the Parties of the Second Part the amounts hereinafter specified for the purposes designated, which amounts the Parties of the Second Part agree to accept in full and complete satisfaction of all claims which they have in respect to the promotion and development of amateur teams and the training of all players who may become "professionals" with the Member Clubs of the Party of the First Part and any of its affiliated and/or associated minor leagues during the currency of the Agreement.

A. "Annual Assessments"

(a) For the year ending June 30th, 1967

To the CAHA the sum of \$50,000 (Canadian Funds).

To the AHA of U.S. the sum of \$7,500 (U.S. Funds).

(b) For the year ending June 30th, 1968 and each subsequent year

To the CAHA the sum of \$75,000 (Canadian Funds).

To the AHA of U.S. the sum of \$11,250 (U.S. Funds).

These funds shall be administered at the discretion of the Parties of the Second Part.

These payments shall be made in two equal instalments not later than December 1st and March 1st in each year.

B. "Player Development Funds"

The NHL agrees that it will, during the currency of this Agreement, pay to the CAHA funds in the amounts hereinafter set out, to be used for the development and training of hockey players, the organization and promotion of hockey teams and leagues, and, where deemed advisable, for the subsidization of amateur leagues and teams, except the National Team.

(a) For the year ending June 30th, 1967

To the CAHA the sum of \$75,000 (Canadian Funds)

These funds may also be used for the necessary organization and staffing of the CAHA in preparation for the program for the season 1967-68.

(b) For the year ending June 30th, 1968

To the CAHA the sum of not less than \$250,000 (Canadian Funds).

As it is not possible to prepare a precise budget for this purpose without previous experience it is agreed that if additional funds are required and are approved by the Joint Development Committee the NHL will provide the same to fulfil the program approved by that Committee.

(c) For the year ending June 30th, 1969 and subsequent years

On or before June 1st in each year commencing in 1968 the CAHA shall prepare and deliver to each member of the Joint Development Committee a proposed program of player development activities together with a budget of the financial requirements to carry out that program. The Chairman of the Joint Development Committee shall convene a meeting to be held not later than the 21st day of June, for the purpose of studying and, if deemed advisable, amending or modifying and approving the final program and budget. The NHL agrees to pay to the CAHA the amount of such final budget approved.

(d) Payment of Player Development Funds shall be made in such amounts and on such dates as the NHL and the CAHA shall mutually agree, failing which it shall be made in two equal instalments not later than December 1st and March 1st in each year.

(e) The CAHA agrees that it will have prepared and delivered to the Joint Development Committee as soon as possible after completion of the playing season an audited statement of the Player Development Funds received and disbursed by it in pursuance of this Agreement.

C "Draft Claims Payments"

(a) Each year following the completion of the playing season the Party of the First Part will organize and conduct at a place and date of its choice, but not before June 1st, a Universal Amateur Player Draft at which the Member Clubs of the Party of the First Part and/or its affiliated and/or associated minor leagues will make selection from among the amateur players whose eligibility for Junior competition was exhausted in the season immediately preceding such draft proceedings.

(b) The Party of the First Part agrees to collect and pay over to the CAHA for distribution by them the proceeds of the draft claims made on the following scale:-

- (i) for each of the first 72 draft claims made the sum of \$3,000 in Canadian or U.S. funds, depending in which country the player last played; and
- (ii) for each additional choice the sum of \$2,000 in Canadian or U.S. funds, depending in which country the player last played.

These funds shall be known as "Draft Claims Payments."

(c) The responsibility for the allocation of these funds shall rest solely with the CAHA in respect to the funds received by it in payment for draft claims made of players developed.

It is mutually understood and agreed that the incentive principle will be the basis of such allocation, i.e. the amateur teams primarily responsible for development of the individual players claimed will be rewarded pro rata to their contribution to the development of each individual player claimed.

(d) In the seasons 1966-67, 1967-68 and 1968-69 the Draft Claims Payments shall be paid over to the CAHA promptly following the completion of the Universal Amateur Draft proceedings.

During the season 1968-69 the Parties hereto agree to review this provision with a view to determining the advisability of making the Draft Claims Payments payable immediately after the players claimed have been turned professional.

(e) At the conclusion of each playing season a survey will be made of all players who have been turned professional in the preceding year and the NHL agrees to pay to the CAHA the amount of the normal Draft Claims Payments with respect to all such players turned professional who have not been claimed (and paid for) in any preceding draft.

#### 19. - PLAYING RULES

(a) Both Parties agree to endeavour to maintain as nearly as possible the same Playing Rules and that a Joint Rules Committee composed of official representatives of the Parties hereto shall be formed to study and discuss the Playing Rules and proposals for their modification. This Committee shall meet at least annually with the object of keeping the basic rules the same.

(b) Both Parties agree to exercise their best efforts to promote the adoption of their basic Playing Rules for use in world-wide competition.

#### 20.- DEVELOPMENT OF OFFICIALS

(a) The Parties mutually agree to co-operate in the development of competent young officials (Referees and Linesmen) who have professional potentialities and to employ them under the "three-man officiating" system whenever possible.

(b) The Parties agree that the NHL shall honour all existing agreements with the CAHA Branches with respect to the recruiting of Referees and Linesmen and shall pay to them the balance of any contingent payments which accrue hereafter.

However, it is agreed that in respect to such officials recruited hereafter no such payments shall be made and the payments made to the CAHA under this Agreement shall be deemed to include any claim for the development of such officials.

#### 21. - GENERAL PROVISIONS

It is mutually agreed that this Agreement has been entered into upon the basis of existing regulations which affect the subject matters of the Agreement and that these regulations will not be modified adversely to the interest of any other Party hereto without previous consultation and approval thereof in advance of such change.

#### 22. - FURTHER PARTIES TO AGREEMENT

It is further understood and agreed that this Agreement shall inure to the benefit of the Party of the First Part, its duly affiliated and/or associated minor leagues and any other league that shall affiliate with the Party of the First Part or shall associate itself with the Party of the First Part for the purposes of this Agreement during its currency, and the member clubs of all such leagues. The Party of the First Part will notify the Parties of the Second Part the names of its affiliated and/or associated minor leagues and their member clubs from time to time.

#### 23. - ARBITRATION

In the event of any dispute arising between the Parties hereto as to the interpretation or application of any of the provisions of this Agreement or the obligations of either Party arising from such interpretation or application, such dispute shall be referred to a Board of Arbitration consisting of one person selected by the Party of the First Part and one person selected by the Parties of the Second Part. If these two arbitrators are unable to reach an agreement on the matters in dispute, they shall select a neutral third person as an additional arbitrator. If they cannot agree to the choice of a third arbitrator, they will apply to a Judge of the Supreme Court of Ontario who will then designate the third neutral arbitrator. Both Parties shall be entitled to appear by their officers or agents and upon conclusion of the hearing the Board shall render a decision, and such decision whether unanimous or by majority vote shall be final and binding on all Parties hereto.

#### 24. - RESPONSIBILITY FOR FULFILMENT AND NOTICE

The authority and responsibility for the fulfilment of the provisions of this Agreement shall be vested in the National Hockey League through its President C.S. Campbell or his successor in office from time to time, on behalf of the Party of the First Part; and in Gordon W. Juckles, Executive Director of the Canadian Amateur Hockey Association or his successor in office from time to time, on behalf of the Parties of the Second Part.

Any notice desired or required to be given to the Party of the First Part under this Agreement shall be addressed to:-

Mr. C. S. Campbell, President,  
National Hockey League,  
922 Sun Life Building,  
MONTREAL 2, P.Q.

Any notice desired or required to be given to any of the Parties of the Second Part shall be addressed to:-

Mr. Gordon W. Juckles,  
Executive Director CAHA,  
Winnipeg Arena, 1430 Wolsever Avenue,  
WINNIPEG 21, Manitoba.

#### 25. - DURATION OF AGREEMENT AND SITUS

This Agreement annuls for all legal purposes the Agreement made the first day of September 1958 between National Hockey League, of the First Part, and International Ice Hockey Federation, Canadian Amateur Hockey Association and Amateur Hockey Association of the United States, of the Second Part, and is the only Agreement between the Parties mentioned herein as at the date hereof and governs exclusively the relations between the Parties. It shall be interpreted and administered to the fullest extent possible under the laws of Ontario. It may be modified only by written instrument signed by the duly authorized officers of the Parties hereto. This Agreement shall terminate on the 30th day of June, Nineteen Hundred and Seventy-Two (1972) unless sooner terminated by mutual consent in writing or by written notice by either Party of its intention to terminate the Agreement on the 30th day of June next after the expiration of not less than two years from the delivery of such notice.

NATIONAL HOCKEY LEAGUE

"C.S. CAMPBELL"

President

CANADIAN AMATEUR HOCKEY ASSOCIATION

"F. PAGE"

President

"G.W. JUCKES"

Secretary

AMATEUR HOCKEY ASSOCIATION OF THE  
UNITED STATES

"T.F. LOCKHART"

President

"P.E.M. THOMPSON"

Secretary

## **"APPENDIX B"**

Re: DRAFT AGREEMENT - February 22, 1967 between the  
N.H.L., C.A.H.A. and the A.H.A. of the U.S.

TERMS OF REFERENCE:

To evaluate agreement from aspect of the game, the individual and the communities involved.

The evaluation of the draft agreement will, for the purpose of simplicity be broken down into first a clause by clause analysis of the agreement, followed by summation dealing with general observations of the writer (1), and further clause one of the agreement shall be discussed jointly with those clauses in which the defined words are used.

Clauses 2 to 5

These four clauses by their language and intent establish the jurisdiction of the N.H.L., C.A.H.A., and A.H.A. of the U.S. over the game of Hockey in North America to their own best interests. These three hockey organizations have by the reciprocating recognition clauses established each in their respective jurisdiction as the sole governing body (2). The hockey organizations then have as between themselves effectively curtailed the possibility of any independent hockey group be it amateur or professional from gaining recognition. In particular, clauses 4 and 5 dealing with Suspension by Amateurs or professionals in which suspensions by either of the amateurs are recognized by the N.H.L. and vice versa with suspensions by the N.H.L., give an effective tool to the bodies through which they may retain their powerful positions in the world of Hockey.

On the full impact of such suspensions as a tool for consolidating the position of each signatory to the agreement, one can, in my opinion, only speculate, but it is important to note that what will constitute an actual suspension is not defined in the agreement, section 1 (24) does provide however:

- (1) While the writer has attempted to confine the evaluation to that of a legal one, certain conclusions will of necessity be subjective.
- (2) For some purposes only, see clauses 17, 18, 19 of draft agreement.

"Suspension" means suspension from participation in hockey as a player, coach, manager, club officer or in any other capacity whatsoever.

The result is therefore that each party agrees to recognize suspensions by the other without knowing first what such suspensions will be based on, leaving unlimited unilateral control in the hands of one party to affect the right of an individual to work for or within the jurisdiction of the second party.

#### Clause 6

Unfortunately, the writer can make no comment on the actual contract or methods of player claiming as set forth under this clause, because at the time of writing this paper such documents were not in my possession. There are, however, certain questions which do arise and they are as follows:

- (a) Clause 1(8) defines "unsigned draft claim and states that a player may continue to be included on a professional club's reserve list provided that a bona fide offer of a standard player's contract has been made ....."

The words bona fide are almost undefinable and as such raises the further question as to who determines what will or will not be a bona fide offer.

- (b) Under clause 7 with the "Voluntarily Retired List" and the "Negotiation List", there arises the same ambiguity in the area of time. Under clause 1(19) (b), a player shall remain on an individual club's exclusive negotiation list for "a limited period of time" but provided a bona fide (?) offer is made under 6 (c) then the time can become unlimited theoretically.

Similarly, once a player is turned professional under clause 9, then his name may remain on the "Voluntarily Retired List" subject however to clause 15 providing for amateur reinstatement forever.

Through the use of the Hockey lists under clause 7, and the recognition accorded to N.H.L. player contracts and claims under clause 6 by the C.A.H.A., a player in view of clauses 3 to 5 is completely captive.

### Clause 8 through 12

The situation, in my opinion, is even more acute when one realizes that under clauses 8 through 12 there is established the lines which divide amateur from professional hockey. By agreement the N.H.L. and the C.A.H.A. have effectively imposed standards, restrictions and conditions on a player, insofar as freedom of movement and negotiation on an individual basis in hockey is concerned. These two organizations therefore have bound a player to terms indirectly when in law such terms would not be binding directly on a player until after his 21st birthday.

Under clause 10, the agreement establishes the age at which an amateur player will become eligible to play in professional hockey. I say eligible because by reason of clause 9, a player is not a professional until "a player has signed a standard's player contract, or has agreed to the terms of a contract". Under clause 10 however it would appear that notwithstanding non-compliance by a player with the provisions of clause 9, or a desire on the part of a player to remain an amateur after the established age limit, the N.H.L. considers such a player professional, and therefore subject to its jurisdiction. Clause 11(e) does mitigate the above conclusion, but here again it would be in the interests of the C.A.H.A. under 18(c) to maintain only those players in its system which may bring the C.A.H.A. some remuneration. The end result therefore is that the interests of any one player are subjected to the discretion of persons who have their own financial interests to protect.

### Clauses 13 and 14

These two clauses will be dealt with in comments to follow in clauses 15 to 19.

### Clause 15

This clause speaks for itself, there are however one or two observations which one may make:

- (a) Under 15(e) the amateur body are not to restrict the re-entry of a former professional player under 25 years of age into the amateur ranks, but may not the provisions of 15(f) wherein an amateur club must reimburse a professional club for the loss of such player act as such a restriction. Further, the remark pertaining to clauses 10 and 18(c) may also be applicable here for the same reason.

### Clause 17

It is very important to note that the Joint Development Committee established under this clause has members from the N.H.L. and C.A.H.A. but not the A.H.A. of the U.S. (3). The committee in my opinion when one examines the language of clauses 13 and 14 in light of the duties stated under 17 would be very close to infringing the anti-trust laws in the United States.

The language and intent of this clause gives tremendous power to N.H.L. over amateur hockey in Canada. In fact, with the C.A.H.A. tied financially to the N.H.L. under the provisions of section 18 and therefore quite dependent on the N.H.L. there is, in my opinion, cause for concern.

Further, the agreement clearly contemplates and intends that the N.H.L through the Joint Development Committee shall have a strong voice in the spending of monies paid under 18 B (4). Notwithstanding the language under 18 A and C wherein the C.A.H.A. is to have discretion under those two provisions to spend the money received by way of annual assessment and Draft Claim Payments, it would appear that the large portion of monies directed to the C.A.H.A. are in fact controlled through the Joint Development Committee.

- (3) Note also that under section 18 while payment shall be made to A.H.A. of the U.S. of certain specified amounts, the provisions dealing with "Player Development Funds" did solely with the C.A.H.A.
- (4) refer to 17 (g) (iii).

### General Observations and Comments:

This draft agreement, in my opinion, establishes a vertical chain from amateur up through to professional ranks over which the N.H.L. has almost complete control. The language and intent is such as to give the N.H.L. indirectly a say in all aspects in the game of hockey in Canada. The agreement is more a statement of intent than a legal contract; the agreement by no means being complete in that many of the provisions are dependent upon documents not part of the agreement (6).

The relationship between the N.H.L and the C.A.H.A. and the vast overriding authority retained by the N.H.L. in areas which should be within the sole discretion of the C.A.H.A. (7) support the rather startling conclusion that the best interests of the game, the players and the community, are not being protected. The N.H.L. in its own vested interest will of necessity attempt to restrict competition from another professional organization, which in turn places the player in a highly captive market.

The position of the Canadian Amateur Hockey Association in Canadian Amateur Hockey is compromised by the direct financial dependency on the National Hockey League, and secondly, but more important, by the very close liaison between the two groups. It is the express intention of the parties to maintain the status quo with regard to rules of the game (8) and while this is commendable, will not the principles underlying amateur hockey by its very nature, often times require standards different from that of the N.H.L.

- (6) Refer to clause 21. Note also definition of suspension discussed earlier.
- (7) refer to 18 B, 15, 19, 17 and in particular, 18.
- (8) Clause 19.

In conclusion, therefore, the game of hockey, the players and the community, are not and never will be placed before the vested interests of the C.A.H.A. whose very existence remains solely dependent upon the N.H.L. The whole agreement indicates that the sole purpose of the C.A.H.A. in the eyes of the N.H.L. is to produce hockey players on standards compatible with the N.H.L. style of play. The C.A.H.A. is therefore nothing more than a gigantic pool of natural resources from which the N.H.L. can draw without fear of competition, the natural resources at its own price, trained to its specifications on terms satisfactory to the interest of the N.H.L.

All of which is respectfully submitted.

DUNCAN A. STEWART.

## **"APPENDIX C"**

HOCKEY STUDY COMMITTEE AND VALUATION OF AGREEMENT  
BETWEEN N.H.L. and C.A.H.A.

FINAL REPORT

TERMS OF REFERENCE:

- (a) To evaluate agreement from aspect of game, the individual and the communities involved.
- (b) An assessment of the Constitution and By-Laws of the A.A.H.A.

This final report will be broken down into two sections. The first will deal with the actual agreement between the N.H.L. and the Amateur Bodies of the United States and Canada, and the second will deal specifically with terms and technicalities set out in the Alberta Amateur Hockey Association's Constitution and By-Laws. Since this is a final report, much of the information compiled and filed with the Committee through the interim report will not be reiterated.

Before proceeding to deal with general or specific problems contained within the agreement itself, I would, at this time, like to make a somewhat general observation on the terms of the agreement. The agreement in the final form as given to me is not basically any different from that which was discussed under the interim report given to the committee (report on draft agreement of February 22, 1967). While the language as such has been straightened out and certain amendments have been included in the final form, the overall observations contained within the interim report are still applicable to the final agreement.

Section 1, dealing with definitions and references once again has a number of loopholes within the section which do warrant a certain amount of attention. Reference throughout the agreement as contained in section 1(5), the By-Laws of the N.H.L. or its affiliated leagues, these By-Laws have not been made available, and therefore it is rather difficult to ascertain the effect of same. This becomes all the more important when reference is made to sections pertaining to player suspensions by the N.H.L. and the fact that the C.A.H.A. agrees under the terms of this agreement to abide by suspensions made by the N.H.L. The difficulty here lies in the fact that no one seems to know what will be the basis of a suspension under either section 4 or 5.

Under section 1(18) "Professional Player" is that which is defined by section 9 of the agreement, under that section "Professional" is defined as a hockey player who has signed a standard player's contract, or who has

agreed in writing to the terms of a contract for the professional Hockey club. This definition of "Professional" does raise a question as to whether it would coincide with the definition of a Professional normally given by amateur sports organizations generally.

Under section 15, pertaining to Amateur Reinstatement, one might direct attention to the language of 15(b) which reads as follows:

"The parties further agree that a professional player who has not played hockey for at least two complete and consecutive seasons shall have the right to apply to the Central Registry for amateur reinstatement without consent of the Professional club then owning the right to his professional services. Such club shall have the right to file objections through the Central Registry against the granting of the reinstatement. In such case the application and the objection shall be referred to the Player Development Committee (acting as a Board of Review) for its consideration. Unless the objection is sustained by a three quarter majority of the committee, the appropriate party of the second part shall exercise its own discretion in granting or refusing the application."

Under Section 15 a player who may wish to be reinstated as an amateur is faced with a number of steps in proceeding to return to that amateur status. The language of section 15(b) leaves the reinstatement up to either the Player Development Committee (if no objection raised at that level) then up to the discretion of the appropriate amateur bodies (either the A.H.A. or the C.A.H.A.). One of the difficulties here is that a player applying for reinstatement, once no objection has been filed or made by the Player Development Committee to the reinstatement is still subjected to the discretion of the Amateur bodies. There is nothing in the section pertaining to Amateur Reinstatement which will set down conditions by which if they are fulfilled, the player shall be automatically reinstated as an amateur. The discretion leaves much to be desired in that a professional player would never be in a position to know what conditions he must fulfill before his application for reinstatement would be accepted.

Under section 15 the Professional Hockey Player is placed in 3 different categories for the purpose of amateur reinstatement. They are:

- a. Those on the voluntary retirement list.
- b. Those who have not played hockey for at least two complete and consecutive seasons prior to the making of the application for amateur reinstatement, and
- c. Those who have played hockey within the two consecutive seasons prior to making the application for amateur reinstatement.

Under each and every one of the subsections within section 15 the N.H.L. or someone affiliated with the N.H.L. has the right to make an objection to the application by a professional hockey player. While such an objection under section 15(b) or (c) must be sustained by at least a three quarter majority of the Player Development Committee (the make up of this committee is not indicated), there is nothing in those sections which allows the player himself to make a unilateral decision as to his status and thereby revert back to the amateur status if he so desires without first subjecting himself to:

- (a) an objection by the N.H.L., or
- (b) discretion of the Amateur Body to whom he wishes to apply for amateur reinstatement.

One of the difficulties within the terminology as used by the agreement is that the player himself is placed in the position of not knowing by which or what criteria his application for amateur reinstatement will be judged. Secondly the discretion retained by the amateur organization as to granting the application for reinstatement notwithstanding the filing of no objection with the Player Development Committee is not in any way, shape or form limited. Here some objective criteria might be warranted so that the professional player would have a standard upon which to base his application for amateur reinstatement.

The vagueness of this section and the broad implications are even more apparent when one reads section 15(f). Here reference is made to the payment of a monetary consideration to a professional club to secure the consent of the club to reinstate a professional player as an amateur. Nowhere else in the agreement is any reference made for such payment and the question arises as to by what right does a professional club have to demand payment for the release of a hockey player bent on playing amateur hockey? (Here the agreement is silent). Must a professional player (if an amateur club doesn't) purchase his release or consent, would the amateur body refuse to grant an application of reinstatement if such consideration was not paid?

Without going further into other technicalities remaining in the agreement, all of which have been discussed briefly or generally under the interim report, at this stage the author would again like to make reference to clause 17 and the establishment of the Joint Development Committee and the payment of monies to the C.A.H.A. This is of the greatest importance in view of certain references to follow about the A.A.H.A.'S Constitution and By-Laws. Under the agreement the payments of money that are made to the C.A.H.A. emanating from the N.H.L and the establishment

of the Joint Development Committee are of the greatest importance when viewing the relationship of the sport of Hockey with that of the community. Under this agreement the N.H.L. through the Joint Development Committee maintains tremendous control over the utilization of funds by the C.A.H.A., and the development of individual players within that system. This committee is not in the United States. The situation becomes even more acute when one notes that under the A.A.H.A.'s Constitution and By-Laws, member clubs of that organization for players under the age of 16 do not have the right to vote on matters pertaining to the rules and regulations as applicable to amateur hockey within the province of Alberta. To point out the imbalance, (there is no indication as to how great the imbalance really is), under the Constitution and By-Laws of the A.A.H.A. member clubs with hockey players under the age of 16 do not have the right to vote on matters pertaining to the sport of amateur hockey through the A.A.H.A., and therefore the C.A.H.A. To be more specific and to point out the situation, in Edmonton alone there are approximately 15,000 hockey players playing within the Metropolitan Hockey Associations' Organization. Of this approximately 15,000 players, those that are under the age of 16 approximate 14,500. These boys, therefore, have no direct representation other than three minor officials on the Executive of the A.A.H.A., as to the rules and regulations or the standards under which they shall play. Therefore by the terms of the agreement between the N.H.L. and the C.A.H.A. the tremendous control retained by a very small minority in the C.A.H.A. (A.A.H.A.) over the total scope of amateur hockey within the province and the Dominion of Canada, is very far reaching and almost unlimited. With the financial control retained by the N.H.L. indirectly through the payment of funds and the Joint Development Committee created under the auspices of this agreement, coupled with the fact that at the grass roots within Amateur hockey specifically in the Province of Alberta, there is little representation for the boys under the age of 16 by its member clubs, nor for much participation by the community in decisions affecting the boys at that level, the de facto control of hockey as a sport gravitates to the top of the ladder rather than the bottom where the great number of hockey players are affected.

This lack of opportunity for direct participation in the affairs of the A.A.H.A. and therefore the C.A.H.A. by the general community does suggest a reason as to why so many parents become concerned at the control retained over these boys. Nothing would limit more the participation by parents or by volunteer workers in amateur hockey where their sons are directly involved than the fact that they have no right to say how their sons shall or shall not play hockey. The situation therefore, whereby the N.H.L. subsidises an amateur organization which restricts the decision making process to that group most directly affected by such subsidy is quite unsatisfactory.

Having mentioned the crucial stipulation in the Constitution of the A.A.H.A. it might also be pointed out that nowhere in that booklet are there guide lines setting down the basis for suspension of an individual from that organization. Within the constitution are a number of small points which

might be objectionable in a more openly run organization, these are:

By-law 5 (e): Wherein the President may suspend (subject to the Executive Committee's ratification) for an infraction or alleged infraction.

This leaves open the question as to what restitution might be made if a suspension is made upon an alleged infraction but which is subsequently found to be without foundation. This question is raised here because of the powers contained in By-law 6(1)(f) for the removal of an executive committee member from office and the powers in subsection (1)(1). All of the above must further be read in light of By-law 8, subsection (a) which turns upon the requirement of a show of hands on a decision making vote rather than by secret ballot.

In summary, the overall observation made by this writer is that the control over amateur hockey in Alberta does not rest with those most directly affected in the community at large; the young hockey player and his parents.

## **"APPENDIX D"**

STATE OF WASHINGTON  
CHAPTER 78, LAWS OF 1951, CODE RCW 67.04.090--150

CH. 78

SESSION LAWS, 1951.

CHAPTER 78.  
(H.B.249)

ORGANIZED BASEBALL--CONTRACTS WITH  
MINOR PERSONS.

AN ACT for the protection of certain minors who contract with persons engaged in or promoting the interest of organized professional baseball, and providing penalties for violations thereof.

Be it enacted by the Legislature of the State of Washington:

Declaration  
of intent

SECTION 1. The welfare of the children of this state is of paramount interest to the people of the state. It is the purpose of this act to foster the education of minors and to protect their moral and physical well-being. Organized professional baseball has in numerous cases induced minors to enter into contracts and agreements which have been unfair and injurious to them.

SEC. 2. As used in this act the following terms shall Definitions. have the following meanings:

"Minor".

(1) "Minor" shall mean any person under the age of eighteen years, and who has not graduated from high school: Provided, that should he become eighteen during his senior year he shall be a minor until the end of the school year;

"Contract".

(2) "Contract" shall mean any contract, agreement, bonus or gratuity arrangement, whether oral or written;

"Organized  
professional  
baseball".

(3) "Organized professional baseball" shall mean and include all persons, firms, corporations, associations, or teams or clubs, or agents thereof, engaged in professional baseball, or in promoting the interest of professional baseball, or sponsoring or managing other persons, firms, corporations, associations, teams, or clubs who play baseball in any of the major or minor professional baseball leagues, or any such league hereafter organized;

"Agent".

(4) "Agent" shall, in addition to its generally accepted legal meaning, mean and include those persons commonly known as "baseball scouts";

"Prosecuting attorney".

(5) "Prosecuting attorney" shall mean the prosecuting attorney, or his regular deputy, of the county in which the minor's parent is domiciled;

"Parent".

(6) "Parent" shall mean parent, parents or guardian.

Contracts null and void.

SEC. 3. Any contract between organized professional baseball and a minor shall be null and void and contrary to the public policy of the state, unless and until such contract be approved as hereinafter provided.

Where contract approved.

SEC. 4. No contract within this act shall be null and void, nor shall any of the prohibitions or penalties provided in this act be applicable if such contract be first approved in writing by the prosecuting attorney. Such approval may be sought jointly, or at the request of either party seeking a contract.

Prosecuting attorney to approve, when.

SEC. 5. The prosecuting attorney shall have the authority to examine all the parties to the proposed contract and any other interested person and shall approve such contract if the following facts and circumstances are found to exist:

Minor not signed.

(1) That the minor has not been signed, approached, or contacted, directly or indirectly, pertaining to a professional baseball contract except as herein permitted by approval of the prosecuting attorney;

Amateur status.

(2) That the minor has been apprised of the fact that approval of the contract may deprive him of his amateur status;

Parent's consent.

(3) That the parent of the minor and the minor have consented to the contract;

Prosecutor's approval.

(4) That the prosecuting attorney has concluded that the contract conforms to the provisions of this act, and is a valid and binding contract;

Minor's education.

(5) That the contract permits the minor to have at least five months available each year to continue his high school education.

Effect of non-approval.

SEC. 6. Should the prosecuting attorney not approve the contract as above provided, then such contract shall be void, and the status of the minor shall remain as if no contract had been made, unless the prosecuting attorney's determination be the result of arbitrary or capricious action.

Inducing evasion of law prohibited.

SEC. 7. No representative of organized professional baseball nor agent, nor person purporting to be able to represent any institution in organized baseball, whether so authorized to represent such institution or not, shall initiate or participate in any negotiations which would induce an evasion of this law in any way, including the removal of any minor to another state, or violate the minor's high school athletic eligibility.

Violation gross misdemeanor.

SEC. 8. Any person, firm, corporation, association, or agent thereof, who enters into a contract with a minor, or gives a bonus or any gratuity to any minor to secure the minor's promise to enter into a contract in violation of the provisions of this act, or shall otherwise violate any provisions of this act, shall be guilty of a gross misdemeanor.

Emergency

SEC. 9. If any portion, section, or clause of this act, shall be declared or found invalid by any court of competent jurisdiction, such a judication shall not affect the remainder of this act.

Passed the House February 16, 1951.

Passed the Senate March 5, 1951.

Approved by the Governor March 13, 1951.

CA2ALWY2-67F36

Alberta. Hockey Study  
Committee.

Title

CA2ALWY2-67F36

GOVERNMENT OF ALBERTA  
PROVINCIAL LIBRARY

Edmonton

RULES

1. Books may be kept two weeks and may be renewed once, if not already reserved.
2. A fine of two cents a day will be charged on each book which is not returned according to the above rule. No book will be issued to any person incurring such a fine until it has been paid.
3. All injuries to books beyond reasonable wear and all losses should be made good to the satisfaction of the Librarian.
4. Each borrower is held responsible for all books drawn on his card and for all fines accruing on the same.

